

ANNE ARUNDEL COUNTY, MARYLAND

# UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

H ERLE SCHAFFER  
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) <b>PERFUMANIA HOLDING CORPORATION</b>		1A. SOCIAL SECURITY OR FEDERAL TAX NO	
1B. MAILING ADDRESS <b>7875 N. W. 64th Street</b>		1C. CITY, STATE <b>Miami, Florida</b>	1D. ZIP CODE <b>33166</b>
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) <b>See Exhibit 1 for Debtor's tradenames and styles.</b>		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY <b>CROWN USA, INC.</b> NAME <b>19300 South Susana Rd.</b> MAILING ADDRESS <b>Compton, California 90221</b> CITY STATE ZIP CODE		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A & A NO	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A & A NO	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

Debtor hereby grants Secured Party a continuing security interest in all of the Debtor's interest in the following types of property to secure all of Debtor's present and future indebtedness, liabilities, guarantees and other obligations to Secured Party: All of Debtor's now owned and existing and hereafter acquired and arising accounts, inventory, chattel paper, general intangibles, equipment, instruments, deposit accounts, goods, fixtures, farm products and documents, wherever located, and all proceeds thereof, as may be more fully described on Exhibit A hereto, and all other types or items of property described on Exhibit A, but this Financing Statement shall be fully effective notwithstanding any lack of any Exhibit A. Debtor has agreed with Secured Party not to sell or otherwise transfer any interest in any property herein described without Secured Party's prior written consent, except for the sale of finished inventory in the ordinary course of business.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input checked="" type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (S) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)	RECORD FEE 10.00 POSTAGE .00
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 8105 (1) (A)		POSTAGE .50

9. <b>PERFUMANIA HOLDING CORPORATION</b> By <i>[Signature]</i> SIGNATURE (S) OF DEBTOR(S) Title <b>Chief Executive Officer</b>	DATE: <b>11/11/89</b>	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) <b>03/09/90</b>
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<b>PERFUMANIA HOLDING CORPORATION</b>	1
TYPE OR PRINT NAME(S) OF DEBTOR(S) <b>CROWN USA, INC.</b>	2
By <i>William J. Wipich</i> SIGNATURE (S) OF SECURED PARTY(S) Title <b>its Attorney</b>	3
<b>CROWN USA, INC.</b>	4
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)	5
11. Return copy to:	6
NAME	7
ADDRESS <b>Steven G. Small, Esq.</b>	8
CITY <b>Levy &amp; Norminton</b>	9
STATE <b>815 Moraga Drive</b>	0
ZIP CODE <b>Los Angeles, California 90049</b>	

(1) FILING OFFICER COPY

FORM UCC-1—FILING FEE \$3.00  
Approved by the Secretary of State

13.50

**EXHIBIT 1 TO FINANCING STATEMENT**

**Executed by PERFUMANIA HOLDING CORPORATION**

**In Favor of CROWN USA, INC.**

Debtor's Tradenames or Styles:

1. La Plume, Inc.
2. LeMott Corporate Gifts and Incentives
3. LeMott

**EXHIBIT 1**

**EXHIBIT "A" TO FINANCING STATEMENT****Executed by PERFUMANIA HOLDING CORPORATION ("Debtor")****In Favor of CROWN USA, INC. ("Secured Party")**

This FINANCING STATEMENT and SECURITY AGREEMENT covers the following types or items of property and Debtor hereby grants Secured Party a security interest therein as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party, and agrees that said security interest may be enforced by Secured Party in accordance with the terms and provisions of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code ("UCC"), or both (but this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party and Debtor):

All of the following, whether now owned or hereafter acquired: (i) all accounts, general intangibles, chattel paper, documents and instruments, as such terms are defined in the UCC, including, without limitation, all obligations for the payment of money arising out of Debtor's sale or lease of goods or rendition of services (collectively, "Accounts"); (ii) all documents, instruments, moneys, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party, from or for Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise; (iii) all right, title and interest of Debtor, and all of Debtor's rights, remedies, security interests and liens, in, to and in respect of the Accounts, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any "Account Debtor" (meaning herein any debtor or obligor in any way obligated on or in connection with any Account), and credit and other insurance; (iv) all right, title and interest of Debtor in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods; (v) all deposit accounts, as such term is defined in the UCC; (vi) all other general intangibles of every kind and description, including without limitation trade names and trademarks and the goodwill of the business symbolized thereby, Federal, State and local tax refund claims and other claims of all kinds, goodwill, names, drawings, blueprints, trade secrets, compilations, Debtor lists, patents, patent applications, copyrights, security deposits, loan commitment fees, royalties, licenses, processes, and all rights to purchase or sell real or personal property and all rights relating thereto; (vii) all raw materials, work in process, materials used or consumed in Debtor's business, finished goods and other goods, and inventory of whatsoever kind or nature, and all farm products, and all wrapping, packaging, advertising and shipping materials, and all documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof, and all right, title and interest of Debtor therein and thereto; (viii) all equipment, machinery, vehicles, tools, dies, jigs, furniture and fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements, wherever located; (ix) all computers, disk drives, storage media, and all other computer-related devices, hardware and equipment, and all manuals, programs, information, data, software, and other related items, and all books, ledger cards, and records of every kind (regardless of the form in which maintained or stored), and all file cabinets and other equipment used for the storage of said books and records; (x) and all tangible and intangible personal property in which Secured Party now has or hereafter acquires a security interest to secure any or all of the Obligations; (xi) all products and proceeds of any or all of the foregoing, in any form (including, without limitation, any insurance proceeds or claims by Debtor against third parties, for loss or damage to or destruction of any or all of the foregoing).

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This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) <b>MAGNIFIQUE PARFUMES AND COSMETICS, INC.</b>		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS <b>7875 N. W. 64th Street</b>		1C. CITY, STATE <b>Miami, Florida</b>	1D. ZIP CODE <b>33166</b>
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) <b>Perfumania</b>		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY <b>CROWN USA, INC.</b> NAME <b>19300 South Susana Rd.</b> MAILING ADDRESS <b>Compton, California 90221</b> CITY STATE ZIP CODE		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR DATA TRANSIT AND A B A NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR DATA TRANSIT AND A B A NO.	
6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4). Debtor hereby grants Secured Party a continuing security interest in all of the Debtor's interest in the following types of property to secure all of Debtor's present and future indebtedness, liabilities, guarantees and other obligations to Secured Party: All of Debtor's now owned and existing and hereafter acquired and arising accounts, inventory, chattel paper, general intangibles, equipment, instruments, deposit accounts, goods, fixtures, farm products and documents, wherever located, and all proceeds thereof, as may be more fully described on Exhibit A hereto, and all other types or items of property described on Exhibit A, but this Financing Statement shall be fully effective notwithstanding any lack of any Exhibit A. Debtor has agreed with Secured Party not to sell or otherwise transfer any interest in any property herein described without Secured Party's prior written consent, except for the sale of finished inventory in the ordinary course of business. SEE EXHIBIT 1 FOR ADDITIONAL ADDRESSES.			
7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>		7A. <input checked="" type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	
7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 8(S) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)		RECORDING FEE 17.00 POSTAGE .50 4404300 CTTT R03 T15:00 03/09/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT	
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>		8A. <input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9108 (1) (A)	
9. MAGNIFIQUE/PARFUMES AND COSMETICS, INC. DATE: 11/19/89 By <i>[Signature]</i> Title Chief Executive Officer MAGNIFIQUE PARFUMES AND COSMETICS, INC. TYPE OR PRINT NAME(S) OF DEBTOR(S) CROWN USA, INC. By <i>William J. Wippich</i> Title its attorney CROWN USA, INC. TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)	
11. Return copy to: NAME ADDRESS Steven G. Small, Esq. CITY Levy & Norminton STATE 815 Moraga Drive ZIP CODE Los Angeles, California 90049		1 2 3 4 5 6 7 8 9 0	
(1) FILING OFFICER COPY		FORM UCC-1—FILING FEE \$3.00 Approved by the Secretary of State	

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## EXHIBIT 1 TO FINANCING STATEMENT

Executed by **MAGNIFIQUE PARFUMES AND COSMETICS,**  
In Favor of **CROWN USA, INC.**

BOOK 553 PAGE 05

PERFUMANIA # 1  
Key Bridge Market Place  
595 Revelt Highway HI-A  
Annapolis, MD 21401  
(301) 757-4141

PERFUMANIA # 3  
17150 Collins Ave  
North Miami Beach, FL  
33160  
(305) 945-0080

PERFUMANIA # 5  
One Times Square  
N.Y., N.Y. 10036  
(212) 944-2311

PERFUMANIA # 6  
1 S.E. 3rd Ave  
Miami, FL 33131  
(305) 358-3224

PERFUMANIA # 7  
400 Main St  
Rochester, MI 48063  
(313) 651-7816

PERFUMANIA # 8  
26064 Ingersol Drive  
Novi, MI 48050  
(313) 344-0060

PERFUMANIA # 9  
Orchard Place  
30929 Orchard Lake Road  
Farmington Hills  
MI 48018  
(313) 626-7388

PERFUMANIA # 10-(A)  
223 A Miracle Mile  
Coral Gables, FL  
33134  
(305) 529-0114

PERFUMANIA # 11-(B)  
Capital Mall  
145 E. Flagler St  
Miami, FL 33132  
(305) 358-2428

PERFUMANIA # 12-(C)  
1604 Washington Ave  
Miami Beach, FL 33139  
(305) 534-7221

Montgomery Ward & Co.  
29501 Plymouth Road  
Livonia, MI 48120  
Attn: PERFUMANIA # 13-(D)  
(313) 425-8670

PERFUMANIA # 14-(E) (Class # 3)  
Blue Ridge Outlet Center  
315 West Stephen Street  
Martinsburg, WV 25401  
(304) 227-7889

PERFUMANIA # 15-(F) Perfumobilia # 2  
Congressional Plaza # 29  
1605 E Rockville Pike  
Rockville, MD 20852  
(301) 881-8623

PERFUMANIA # 16-(G) (Class # 1)  
Denny Block  
58 & 60 Main Street  
Freeport, ME 04033  
(207) 865-3399

PERFUMANIA # 17-(H) (Class # 2)  
Quality Center East  
5449 International Drive  
Orlando, FL 32819  
(407) 345-1661

PERFUMANIA # 18-(I) Perfumobilia # 6  
125 Ellis Street  
San Francisco, CA 94102  
(415) 981-8590

PERFUMANIA # 19-(J) Perfumobilia # 4  
7230 A Red Road  
South Miami, FL 33143  
(305) 665-7577

Montgomery Ward & Co.  
Brickyard Mall  
6525 West Diversey Ave  
Chicago, ILL 60635  
Attn: PERFUMANIA # 20-(K)  
(312) 237-5618

Montgomery Ward & Co.  
Serramonte Center  
133 Serramonte Center  
Daly City, CA 94015  
Attn: PERFUMANIA # 21-(L)  
(415) 755-6786

EXHIBIT 1

PAGE 1 OF 2

TOTAL P.22

Montgomery Ward & Co.  
Village Crossing Mall  
5601 Touhy Ave  
Niles, IL 60648  
Attn: PERFUMANIA # 22--(M)  
(708) 647-9306

BOOK 553 PAGE 06

Montgomery Ward & Co.  
N. Riverside Shopping Cntr  
7503 West Cermak Road  
N. Riverside, ILL 60640  
Attn: PERFUMANIA # 23--(N)  
(708) 447-0788

Montgomery Ward & Co.  
5600 Evergreen Park  
Evergreen Park, IL 60642  
Attn: PERFUMANIA # 24--(D)  
(708) 499-5885

REVISED/DEB 11/10/89

(MBS) 8)

**EXHIBIT "A" TO FINANCING STATEMENT****Executed by MAGNIFIQUE PARFUMES AND COSMETICS, INC. ("Debtor")****In Favor of CROWN USA, INC. ("Secured Party")**

This FINANCING STATEMENT and SECURITY AGREEMENT covers the following types or items of property and Debtor hereby grants Secured Party a security interest therein as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party, and agrees that said security interest may be enforced by Secured Party in accordance with the terms and provisions of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code ("UCC"), or both (but this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party and Debtor):

All of the following, whether now owned or hereafter acquired: (i) all accounts, general intangibles, chattel paper, documents and instruments, as such terms are defined in the UCC, including, without limitation, all obligations for the payment of money arising out of Debtor's sale or lease of goods or rendition of services (collectively, "Accounts"); (ii) all documents, instruments, moneys, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party, from or for Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise; (iii) all right, title and interest of Debtor, and all of Debtor's rights, remedies, security interests and liens, in, to and in respect of the Accounts, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any "Account Debtor" (meaning herein any debtor or obligor in any way obligated on or in connection with any Account), and credit and other insurance; (iv) all right, title and interest of Debtor in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods; (v) all deposit accounts, as such term is defined in the UCC; (vi) all other general intangibles of every kind and description, including without limitation trade names and trademarks and the goodwill of the business symbolized thereby, Federal, State and local tax refund claims and other claims of all kinds, goodwill, names, drawings, blueprints, trade secrets, compilations, Debtor lists, patents, patent applications, copyrights, security deposits, loan commitment fees, royalties, licenses, processes, and all rights to purchase or sell real or personal property and all rights relating thereto; (vii) all raw materials, work in process, materials used or consumed in Debtor's business, finished goods and other goods, and inventory of whatsoever kind or nature, and all farm products, and all wrapping, packaging, advertising and shipping materials, and all documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof, and all right, title and interest of Debtor therein and thereto; (viii) all equipment, machinery, vehicles, tools, dies, jigs, furniture and fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements, wherever located; (ix) all computers, disk drives, storage media, and all other computer-related devices, hardware and equipment, and all manuals, programs, information, data, software, and other related items, and all books, ledger cards, and records of every kind (regardless of the form in which maintained or stored), and all file cabinets and other equipment used for the storage of said books and records; (x) and all tangible and intangible personal property in which Secured Party now has or hereafter acquires a security interest to secure any or all of the Obligations; (xi) all products and proceeds of any or all of the foregoing, in any form (including, without limitation, any insurance proceeds or claims by Debtor against third parties, for loss or damage to or destruction of any or all of the foregoing).

WJW 15.758

280203

BOOK 553 - 08

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Records at Anne Arundel Co., Maryland
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s): \_\_\_\_\_ Address(es): \_\_\_\_\_

Pleasant Living, Inc. 144 Washington Road  
T/A Pleasant Living Convelescent Edgewater, Maryland 21037  
Center

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. \_\_\_\_\_

6. Secured Party: Maryland National Bank Address: Department Loan Review Unit  
Post Office Box 987, Mailstop 500-270  
Attention: Lisa Edwards Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_  
(to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE ☒ 12.00  
POSTAGE .50

#794340 C345 R01 T09:31  
03/09/90

Pleasant Living, Inc. T/A

Debtor: Pleasant Living Convelescent Center Secured Party: Maryland National Bank

By: Carl A. Brunetto (Seal)  
Type name and title, if any  
Carl A. Brunetto, Vice President

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

By: Jan H. Sheehan (Seal)  
Type name and title  
Jan H. Sheehan, Assistant Vice President

## MARYLAND NATIONAL BANK

207-95 REV. 7/88

Mail To:  
Maryland National Bank  
Attn: AARU  
1713 West Street  
Annapolis, Maryland 21403

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 254483 recorded in Liber 479, Folio 280 on 11-13-84 at Financing Records of Anne Arundel County Circuit Court.  
Date Location

1. DEBTOR(S): Stanley E. Goldman & Evie S. Goldman  
ADDRESS(ES): 38 Williams Drive  
Annapolis, Maryland 21401  
2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: LDRU/ALICE KEITH  
ADDRESS: MAILSTOP: 02-28-01; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
\_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.  
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.  
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.  
6. ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:  
a. ☐ Not subject to Recordation Tax.  
b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_  
Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_  
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.  
8. ☐ N/A

RECORD FEE 12.00  
POSTAGE .50  
03/08/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR(S): N/A  
(Signature necessary only if Item 6 is applicable)

BY: N/A (SEAL)

BY: N/A (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signatory

SECURED PARTY: Maryland National Bank  
BY C. Stuart Kiehne (SEAL)

C. Stuart Kiehne - Asst. Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

12.50

080199

BOOK 553 PAGE 10

☐ TO BE  
☒ NOT TO BE

RECORDED IN  
LAND RECORDS  
of Anne Arundel  
County

The appropriate amount of  
tax has been paid to the  
Clerk of the Circuit Court of  
Anne Arundel County upon re-  
cordation of a Deed of Trust  
from Debtor of even date  
herewith.

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 109,000.00

FINANCING STATEMENT

ANNAPOLIS CONTRACTORS, INC.

1. Debtor(s):

Name or Names—Print or Type  
2 Evergreen Road, Severna Park, Maryland 21146  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party:

EASTERN SAVINGS BANK, fsb  
Name or Names—Print or Type  
Executive Plaza III, 11350 McCormick Road, Suite 200  
Address—Street No., City - County State Zip Code  
Hunt Valley, Maryland 21031

3. This Financing Statement covers the following types of property—(Describe) (Attach separate list if necessary).

See Exhibit "B"

4. If above described personal property is to be affixed to real property, describe real property.

See Exhibit "A"

5. If collateral is crops, describe real estate.

RECORD FEE 13.00  
POSTAGE .50  
#793060 0345 R01 T10:47  
03/08/90

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

Debtor(s): Annapolis Contractors, Inc.

BY: Richard E. Nash, Jr. PRES. (Corporate Seal)  
(Signature of Debtor)

Richard E. Nash, Jr., President  
Type or Print

(Company, if applicable)

(Signature of Debtor)

(Signature of Secured Party)

Type or Print

Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address James G. Prince, Esquire, Semmes, Bowen & Semmes,  
250 W. Pratt Street, Baltimore, Maryland 21201  
Lucas Bros. Form F-1

13

EXHIBIT A

Property Description

Vol. 553 p. 11

All that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, known and designated as Lot No. 18, Block P, Section 1, Plat 4, Manhattan Beach, as shown on a Plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 23.

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

e. The interest of Debtor in all plats, drawings, architectural plans, engineering studies, contracts, agreements, licenses, permits, approvals or other tangibles (to the extent that the same may now or at any time hereafter exist) pertaining to the development of the Property.

Not to be recorded  
in Land Records

Not subject to  
Recordation Tax

*880000*

To be recorded in the Financing Records  
of the Maryland State Department of Assessments and Taxation  
and the Circuit Court of Anne Arundel County, Maryland  
and the Circuit Court of Talbot County, Maryland

FINANCING STATEMENT

1. Debtor:

Maryland Environmental Service  
(the "Service")

Address:

2020 Industrial Drive  
Annapolis, Maryland 21401

2. Secured Party:

The Riggs National Bank of Maryland, as Trustee (the  
"Trustee") under the Indenture of Trust dated as of  
February 15, 1990 (the "Indenture") by and between the  
Service and the Trustee of the Service's \$8,075,000 Revenue  
Bonds (Mid-Shore Regional Landfill Project), Series 1990  
(the "Bonds").

Address:

7200 Wisconsin Avenue  
Bethesda, Maryland 21804

Attention: Corporate Trust Department

RECORD FEE 11.00  
POSTAGE *CK* .50

#793990 0345 R01 T13-09  
03/08/90

3. This Financing Statement covers the Revenues (hereinafter defined) of the Service pledged and assigned to the Trustee. The Service has made the pledge and assignment to the Trustee pursuant to the authority and direction of the Indenture to secure payment of the principal of, and redemption premiums, if any, on and interest on the Bonds.

*11-8* -1-

"Revenues" as defined in the Indenture consist of (i) all payments to the Service or the Trustee pursuant to the Waste Disposal Service Agreements each dated as of February 15, 1990 (the "Service Agreements"), between the Service and the County Commissioners of Caroline County, the County Commissioners of Queen Anne's County, and Talbot County, Maryland, respectively, (ii) all moneys and securities on deposit in funds and accounts created by the Indenture (other than the Rebate Fund, as defined in the Indenture), and (iii) all other receipts of the Service attributable to the ownership, leasing or operation of the Project (as defined in the Indenture) and the financing and refinancing of the Project and any Additional Facilities (as defined in the Indenture) with the proceeds of Bonds.

The filing of this Financing Statement shall not constitute a waiver by the Service of the provisions of Section 3-118 of the Natural Resources Article of the Annotated Code of Maryland (1989 Replacement Volume) and the provisions of such Section shall continue to be fully operative hereunder.

4. Proceeds of collateral are covered hereunder.

Debtor:

Maryland Environmental Service

By: *George G. Perdikakis*  
George G. Perdikakis  
Director

To the Filing Officer: After this statement has been recorded, please mail the same to: Doris S. Leonard, Legal Assistant, Piper & Marbury, at 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

FILED WITH: FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

F I N A N C I N G   S T A T E M E N T

553 PAGE 15

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

BANGKOK ORIENTAL INC.  
t/a The Bangkok Oriental  
Patriot's Plaza Shopping, 8047 Ritchie Highway  
Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTY:

Equitable Bank, N.A.  
8028 Ritchie Highway, Suite 124  
Pasadena, Maryland 21122

3. This Financing Statement covers all:

- ☒ Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds. more fully described on Exhibit A attached hereto and incorporated herein.
- ☒ Inventory, raw materials, etc., including after acquired and proceeds.
- ☒ Accounts, including after acquired and proceeds.
- ☒ Contract rights, including after acquired and proceeds.
- ☒ Right, title and interest in and to the liquor license issued with respect to the premises located at The Bangkok Oriental, Patriots Plaza Shopping Center, 8047 Ritchie Highway, \_\_\_\_\_, and all renewals thereof. Pasadena, Maryland 21122
- \_\_\_\_ Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- \_\_\_\_\_

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: \_\_\_\_\_

5. This transaction is \_\_\_\_\_, is not ☒ exempt from the recordation tax. Principal amount of the Debt is \$120,000. See Exhibit B attached hereto for allocation of tax.

DEBTOR:

BANGKOK ORIENTAL INC.

ATTEST:

Kanchana Sureephong  
Corporate Secretary

Kanchann Sureephong

By: Vingyong Dennis Kunaprayoon (SEAL)  
Vingyong Dennis Kunaprayoon  
President

AFTER RECORDATION RETURN TO: Marjorie H. Was, Esq.  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

The name of the record owner of the leased premises is Southdale Limited Partnership. The address of the premises is Patriots Plaza Shopping Center, 8047 Governor Ritchie Highway, Store No. 8043-F, Pasadena, Maryland 21122.

Q80198

RECORD FEE 26.00  
POSTAGE .50  
#707010 C055 R02 T07:24  
03/08/90  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

26.00  
50

EXHIBIT A

BOOK 553 PAGE 16

BANGKOK ORIENTAL, INC.  
8043 F GOVERNOR RITCHIE HIGHWAY  
PASADENA, MD 21122

EQUIPMENT SCHEDULE

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>PRICE</u>
1.	1	WARE WASHER	CHAMPION	PH-1	6000.00
2.	1	CLEAN DISH TABLE	CUSTOM FAB		1000.00
3.	1	ROCK SHELF	CUSTOM FAB		500.00
4.	1	DISPOSER	RED GOAT	A112S-R	2000.00
5.	1	PRE RINSE UNIT	T & S	B 133	250.00
6.	1	SOILED DISH TABLE	CUSTOM FAB		1000.00
7.	1	BOOSTER HEATER	HATCO	C15	2000.00
8.	1	POT SINK	METAL MASTER	FN2154324RL	2000.00
9.	1	WALL SHELF/RACK	CUSTOM FAB		375.00
10.	2	FAUCET			250.00
11.	1	FIRE PROTECTION	RANGE GUARD		1800.00
12.	1	EXHAUST VENTILATOR	CUSTOM FAB	25'	5200.00
13.	2	EXHAUST FAN	PENN	FMX18BFT	1800.00
14.	2	SUPPLY FAN	PHOENIX	HM4400	1600.00
15.	1	WOK RANGE	CUSTOM FAB		2000.00
16.	1	FRYER	PITCO	147	2000.00
17.	1	RANGE	GARLAND	G 286	2100.00
18.	1	CHAR BROILER	EMBER GLO	31 F	1600.00
19.	1	SMOKING CABINET	CUSTOM FAB		625.00
20.	1	REFRIGERATOR	BEV-AIR	GDM-47	1795.00
21.	1	WORK TABLE	METAL MASTER	T3030B-BS	300.00

22.	1	PLATE CABINET	CUSTOM FAB		800.00
27.	2	HEAT LAMP	HATCO	GRAH-60	400.00
28.	1	HOT FOOD TABLE	METAL MASTER	DHT4 240	800.00
29.	1	REFRIGERATED TABLE	BEVERAGE AIR	SUR6018M	1375.00
30.	1	OVERSHELF	CUSTOM FAB		750.00
31.	1	WORK TABLE	METAL MASTER	T2448B-BS	350.00
32.	LOT	SHELVING	METAL MASTER	ZINC	)
33.	1	WALK-IN COOLER/FRZ.	AMER-COOLER		)
34.	1	EVAP. COIL (COOLER)	"	CS95M	)10,500.00
35.	1	EVAP. COIL	"	CF145L	)
36.	1	CONDENSING UNIT	"	CS95M	)
37.	1	CONDENSING UNIT	"	CF145L	)
38.	LOT	SHELVING	METAL MASTER	ZINC	1800.00
39.	1	2 COMP. SINK	METAL MASTER		1500.00
40.	2	HAND SINK	METAL MASTER	HSA10F	300.00
41.	1	WALL SHELF	CUSTOM FAB		350.00
42.	1	WORK TABLE	METAL MASTER	T2496B-BS	375.00
43.	1	WALL SHELF	CUSTOM FAB		300.00
44.	1	ICE CREAM CABIINET	MASTER-BILT	DC4D	1400.00
45.	1	ICE MACHINE	MANITOWOC	ET0404A	2500.00
46.	1	WORK COUNTER	CUSTOM		400.00
47.	1	COFFEE MAKER	BUNN	RL-35	1900.00
48.	1	WALL SHELF	CUSTOM FAB		400.00
49.	1	WALL SHELF	CUSTOM FAB		375.00
50.	1	3 COMP. SINK UNIT	METAL MASTER	BC7C-22L	1600.00
51.	1	REFIG. BASE	TRUE		1475.00

52.	1	FAUCET	BY PLUMBER	VERIFY	275.00
53.	1	MOP SINK	BY PLUMBER	VERIFY	250.00
54.	4	LOCKERS			700.00
55.	1	SOFA	BY OWNER		OWNER
56.	1	COUNTER	CUSTOM MILLWORK		375.00
57.	1	COUNTER	CUSTOM MILLWORK		425.00
58.	10	TABLE	BY OWNER		OWNER
59.	78	CHAIR	BY OWNER		OWNER
60.	8	TABLE	BY OWNER		OWNER
61.	3	TABLE	BY OWNER		OWNER
62.	1	WAITRESS STAND	BY OWNER		OWNER
63.	1	CASH REGISTER	BY OWNER		OWNER
64.	1	HOT WATER HEATER	BY PLUMBER	VERIFY	2500.00

TOTAL EQUIPMENT PRICE

70,370.00

Exhibit B

CERTIFICATION AS TO ALLOCATION  
FOR MARYLAND DOCUMENTARY STAMPS

To: THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

With respect to indebtedness in the amount of \$120,000 to Equitable Bank, N.A. of Bangkok Oriental, Inc., the undersigned hereby certifies that (a) the portion of the collateral that is inventory exempt from recordation tax has been valued at \$49,630 for the purposes of the indebtedness; (b) the portion of the collateral that is equipment subject to recordation tax situated in Anne Arundel County, Maryland has been valued at \$70,370 and (c) the value of each portion of the collateral and the percentage and amount of indebtedness (for which stamps are to be affixed) attributable to each such portion of the Collateral is as follows:

<u>Types of Collateral</u>	<u>Value</u> <sup>1</sup>	<u>Percentage of Consideration</u> <sup>2</sup>	<u>Amount of Consideration</u> <sup>3</sup>	<u>Recordation Tax</u> <sup>4</sup>
Inventory exempt from recordation tax	\$ 49,630	41.36%	\$ 49,360	N/A
Equipment in Anne Arundel Co. subject to recordation tax	\$ 70,370	58.64%	\$ 70,370	\$493.50
TOTAL	<u>\$120,000</u>	<u>100%</u>	<u>\$120,000</u>	<u>\$493.50</u>

The Debtor certifies that recordation tax on the principal amount of \$70,370 was paid upon the filing of the Financing Statement accompanying this certificate to: (a) Clerk, Circuit Court for Anne Arundel County in the amount of \$493.50

BANGKOK ORIENTAL, INC.

By: Yingyong Dennis Kunaprayoon (SEAL)  
President

<sup>1</sup>Fair Market Value

<sup>2</sup>Calculated on the basis of the following formula:

Value of inventory or value of equipment divided by  
sum of value of inventory and value of equipment

<sup>3</sup>Calculated on the basis of the following formula:

Percentage of consideration multiplied by amount  
of indebtedness

<sup>4</sup>Based upon \$3.50 per \$500.00 of indebtedness - Anne Arundel  
County, Maryland

RECEIVED  
CLERK, CIRCUIT COURT

1987 APR -9 PM 2: 57

QUEEN ANNE'S COUNTY

Not to be recorded  
in the Land Records

TO BE RECORDED AMONG THE FINANCING (CHATTEL) RECORDS -  
QUEEN ANNE'S COUNTY, MARYLAND

553 21

880197

Identifying File No. 24963

Not subject to Recordation tax  
Principal amount of debt secured is:

\$550,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor:

FREDERICK G. WILLIAMS

Address:

7500 Greenway Center Drive  
Suite 1600  
Greenbelt, Maryland 20770

2. Secured Party:

SOVRAN BANK/MARYLAND

Address:

6610 Rockledge Drive  
Bethesda, Maryland 20817

3. Trustee:

DONALD S. GARDINER  
MARTHA A. NEUMEYER

Address:

6610 Rockledge Drive  
Bethesda, Maryland 20817

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any party thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, addition thereto and substitutions therefor, including without in any matter limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

F/S 21963#  
RECD FEE 37.00  
POSTAGE .50  
SUBTOTAL 37.50

RECORD FEE 37.00  
POSTAGE .50

#706940 C055 R02 T16:16

03/07/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

BOOK 32 PAGE 351

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

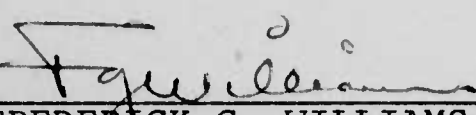
This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure in indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

Debtor:

  
FREDERICK G. WILLIAMS

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Dana E. Tydings, Corporate Banking Officer  
Sovran Bank/Maryland  
6610 Rockledge Drive  
Bethesda, Maryland 20817

**MC CRONE**

**"EXHIBIT A"**

Engineers • Land Planners • Land Surveyors

REPLY TO: 115 Lawyers Row  
Centreville, MD 21617

7-07-2-01255  
October 30, 1986

DESCRIPTION OF 226.55 ACRES OF LAND, MORE OR LESS,  
FOURTH DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND

BEGINNING FOR THE SAME at the intersection of the  
division line between the lands of Charles T. Breeding (see B.H.T.  
15/259) and the herein described lands with the southernmost right  
of way line of Maryland Route 8 (for right of way information see  
State Highway Plat #48042);

THENCE, leaving said beginning point so fixed and binding  
on the division line between the aforementioned Breeding Lands and  
the herein described lands, the following two courses and distances:  
South 01 degrees 23 minutes 13 seconds West 2,099.39 feet to an  
iron pipe found and South 84 degrees 10 minutes 17 seconds East  
1,509.04 feet to an iron pipe found;

THENCE, binding on the division line between the lands  
of Charles T. Breeding (see C.W.C. 84/368) and the herein described  
lands, South 84 degrees 10 minutes 17 seconds East 656.92 feet to  
an iron pipe found;

THENCE, still binding on the aforesaid division line,  
South 84 degrees 10 minutes 17 seconds East 25 feet, more or less,  
to a point on the approximate mean high water line of Thompson

NAPOLIS  
-8821  
o. 289-0531  
Kingston 281-2806

CENTREVILLE  
758-2237  
Ballo. 269-6402

CHESTERTOWN  
778-3272  
Ballo. 269-5488

DENTON  
479-3606

EASTON  
822-3322  
Ballo. 269-7878  
Cambridge  
228-1232

ELKTON  
398-1550  
Ballo. 575-7290

LEONARDTOWN  
475-5522  
Washington 870-2202

PRINCE FREDERICK  
535-4510  
Washington 855-1798

BOOK

32 CALL 353

Page  
October 30, 1986

Creek;

THENCE, leaving the aforesaid Breeding Lands and binding on the aforementioned approximate mean high water line, the following eighty (80) courses and distances: South 63 degrees 21 minutes 19 seconds East 10.12 feet to a point, South 24 degrees 57 minutes 07 seconds East 34.39 feet to a point, South 25 degrees 17 minutes 11 seconds East 296.68 feet to a point, South 41 degrees 12 minutes 09 seconds East 217.66 feet to a point, South 10 degrees 33 minutes 34 seconds East 51.71 feet to a point, South 29 degrees 40 minutes 14 seconds West 74.70 feet to a point, South 24 degrees 25 minutes 37 seconds East 58.92 feet to a point, South 38 degrees 34 minutes 56 seconds West 56.68 feet to a point, South 15 degrees 32 minutes 43 seconds East 54.00 feet to a point, South 41 degrees 48 minutes 16 seconds West 61.52 feet to a point, South 23 degrees 12 minutes 23 seconds East 104.77 feet to a point, South 63 degrees 48 minutes 20 seconds West 94.52 feet to a point, South 25 degrees 48 minutes 14 seconds West 152.04 feet to a point, South 49 degrees 52 minutes 58 seconds West 61.12 feet to a point, South 85 degrees 09 minutes 17 seconds West 33.10 feet to a point, South 29 degrees 31 minutes 34 seconds West 143.55 feet to a point, South 57 degrees 21 minutes 25 seconds East 136.13 feet to a point, South 22 degrees 40 minutes 09 seconds East 136.64 feet to a point, South 07 degrees 00 minutes 35 seconds East 77.67 feet to a point, South 52 degrees 05 minutes 19 seconds West 158.86 feet to a point, South 84 degrees 42 minutes 48 seconds West 115.16 feet to a point, South 62 degrees 49 minutes 15 seconds West 67.10 feet to a point, South 16 degrees 18 minutes 35 seconds West 96.38 feet to a point, South 36 degrees 17 minutes 34 seconds West 264.40 feet to a point, South 02 degrees 53 minutes 56

October 30, 1900

seconds East 59.08 feet to a point, South 12 degrees 51 minutes 45  
seconds East 90.24 feet to a point, South 03 degrees 02 minutes 16  
seconds East 155.86 feet to a point, South 26 degrees 14 minutes 29  
seconds East 134.99 feet to a point, South 05 degrees 54 minutes 15  
seconds East 341.63 feet to a point, South 33 degrees 51 minutes 08  
seconds East 88.95 feet to a point, South 68 degrees 06 minutes 28  
seconds West 40.33 feet to a point, North 82 degrees 47 minutes 52  
seconds West 68.64 feet to a point, South 71 degrees 28 minutes 17  
seconds West 55.76 feet to a point, South 32 degrees 08 minutes 40  
seconds West 107.50 feet to a point, South 14 degrees 11 minutes 00  
seconds West 351.45 feet to a point, South 48 degrees 39 minutes 47  
seconds West 60.78 feet to a point, South 09 degrees 50 minutes 21  
seconds West 107.11 feet to a point, South 42 degrees 42 minutes 00  
seconds West 76.17 feet to a point, South 18 degrees 04 minutes 05  
seconds West 77.82 feet to a point, South 09 degrees 35 minutes 58  
seconds West 304.65 feet to a point, North 67 degrees 16 minutes 02  
seconds West 69.81 feet to a point, South 05 degrees 33 minutes 50  
seconds East 70.94 feet to a point, South 42 degrees 26 minutes 59  
seconds West 148.36 feet to a point, South 11 degrees 00 minutes 51  
seconds East 53.43 feet to a point, South 26 degrees 06 minutes 25  
seconds West 101.47 feet to a point, South 44 degrees 33 minutes 43  
seconds West 118.18 feet to a point, South 85 degrees 23 minutes 13  
seconds West 146.92 feet to a point, South 42 degrees 17 minutes 35  
seconds West 65.03 feet to a point, North 27 degrees 05 minutes 57  
seconds West 124.03 feet to a point, North 13 degrees 30 minutes 26  
seconds West 56.96 feet to a point, North 36 degrees 01 minutes 41

Page  
October 30, 1986

seconds East 129.10 feet to a point, North 01 degrees 17 minutes 08  
seconds East 86.11 feet to a point, North 18 degrees 48 minutes 17  
seconds East 110.27 feet to a point, North 20 degrees 18 minutes 18  
seconds West 121.38 feet to a point, South 50 degrees 33 minutes 49  
seconds West 51.35 feet to a point, North 65 degrees 12 minutes 44  
seconds West 28.30 feet to a point, North 16 degrees 31 minutes 51  
seconds West 159.24 feet to a point, North 22 degrees 11 minutes 55  
seconds West 55.31 feet to a point, North 65 degrees 54 minutes 33  
seconds West 78.33 feet to a point, North 00 degrees 57 minutes 44  
seconds West 46.42 feet to a point, North 68 degrees 45 minutes 51  
seconds West 41.48 feet to a point, North 36 degrees 54 minutes 00  
seconds West 42.32 feet to a point, South 81 degrees 33 minutes 55  
seconds West 58.02 feet to a point, North 29 degrees 53 minutes 22  
seconds West 212.84 feet to a point, North 17 degrees 49 minutes 42  
seconds East 283.59 feet to a point, North 13 degrees 50 minutes 08  
seconds West 46.52 feet to a point, North 29 degrees 59 minutes 38  
seconds West 223.54 feet to a point, North 68 degrees 23 minutes 11  
seconds West 87.36 feet to a point, North 56 degrees 05 minutes 18  
seconds West 167.09 feet to a point, North 15 degrees 08 minutes 40  
seconds East 132.22 feet to a point, North 38 degrees 04 minutes 27  
seconds East 75.60 feet to a point, North 37 degrees 40 minutes 39  
seconds West 28.86 feet to a point, North 11 degrees 54 minutes 51  
seconds East 146.75 feet to a point, South 76 degrees 20 minutes 56  
seconds West 70.39 feet to a point, South 33 degrees 56 minutes 08  
seconds West 68.42 feet to a point, South 74 degrees 36 minutes 09  
seconds West 148.37 feet to a point, South 53 degrees 59 minutes 29

October 30, 1988

seconds West 66.60 feet to a point, North 89 degrees 25 minutes 43 seconds West 155.90 feet to a point, North 41 degrees 22 minutes 34 seconds West 180.64 feet to a point and North 49 degrees 32 minutes seconds West 61.90 feet to an iron rod set;

THENCE, leaving the aforesaid approximate mean high water line and binding on the division line between the lands of Thomas G. Oyster, et.al. (see M.W.M. 245/120) and the herein described lands, the following two courses and distances: North 04 degrees 46 minutes 23 seconds West 354.75 feet to an iron rod set and North 82 degrees 31 minutes 23 seconds West 1,795.18 feet to a granite stone found;

THENCE, leaving the aforesaid Oyster Lands and binding on the division line between the lands of William L. Campbell (see C.W.C. 66/88), the lands of Gerald R. McCloskey (see C.W.C. 77/247) and the herein described lands, North 82 degrees 31 minutes 23 seconds West 624.38 feet to a granite stone found;

THENCE, leaving the aforesaid McCloskey Lands and binding on the division line between the lands of Mary M. Caltrider (see M.W.M. 147/570) and the herein described lands, the following two courses and distances: North 04 degrees 36 minutes 01 seconds East 1,975.19 feet to a stone found and South 84 degrees 10 minutes 57 seconds East 933.12 feet to an iron pipe found on the westernmost outline of the lands of Bryce, Incorporated (see C.W.C. 113/568);

THENCE, leaving the aforesaid Caltrider Lands and binding on the division line between the aforementioned Bryce, Incorporated Lands and the herein described lands, the following twelve (12)

Page 6  
October 30, 1986

courses and distances: South 04 degrees 07 minutes 56 seconds West 701.90 feet to an iron pipe found, North 78 degrees 11 minutes 17 seconds West 255.93 feet to an iron pipe found, South 11 degrees 25 minutes 33 seconds West 458.29 feet to an iron pipe found, South 61 degrees 35 minutes 12 seconds East 199.19 feet to an iron pipe found, South 24 degrees 40 minutes 19 seconds East 268.18 feet to a gum tree found, South 02 degrees 43 minutes 36 seconds West 33.70 feet to a gum tree found, South 81 degrees 39 minutes 24 seconds East 1,310.00 feet to an iron pipe found, North 08 degrees 12 minutes 15 seconds East 20.50 feet to an iron pipe found, South 78 degrees 40 minutes 57 seconds East 237.45 feet to an iron pipe found, North 01 degrees 26 minutes 44 seconds East 1,548.75 feet to an iron pipe found, North 88 degrees 31 minutes 22 seconds West 9.99 feet to an iron pipe found and North 01 degrees 23 minutes 13 seconds East 2,064.47 feet to a point on the southernmost side of the aforementioned Maryland Route 8;

THENCE, binding on the southernmost side of the aforesaid Maryland Route 8, North 56 degrees 43 minutes 13 seconds East 55.06 feet to the place of beginning. Containing in all 226.55 acres of land, more or less, as surveyed by McCrone, Incorporated in October of 1986;

BEING OR INTENDED TO BE all of that conveyance of Parcels 1 and 2, from T. Worth Jamison, Jr. to Thomas W. Jamison, III, by a deed dated August 1, 1960 and recorded among the land record books of Queen Anne's County, Maryland in Liber T.S.P. 56/277.

BOOK 553 PAGE 29

7-07-2-01255  
Page 7  
October 30, 1986

Subject to a 25 foot wide right of way through the  
above described parcel to Thomas G. Oyster, et.al, as indicated  
on a plat attached hereto and intended to be recorded herewith.

BOOK 32 PAGE 359

30-7432

FORM 553 PAGE 30

INDEMNITY  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 380196

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here ☐

This financing statement Dated February 27, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reisterstown Road Land Limited Partnership  
12011 Guilford Road, Suite 101  
Address Annapolis, Junction, Maryland 20701  
Attention: Mr. Ken Hankin

2. SECURED PARTY

Name First American Bank of Maryland  
111 South Calvert Street, Suite 2610  
Address Baltimore, Maryland 21202  
Attention: Mr. Phillip A. Heldrich

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A.

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
RECORD FEE 25.00  
POSTAGE .50

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Schedule I.

03/07/90

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

See attached signature page.  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*

(Signature of Secured Party)

Phillip A. Heldrich

Type or Print Above Signature on Above Line

AMERICAN TITLE GUARANTEE CORPORATION  
120 EAST BALTIMORE ST.  
SUITE 1800  
BALTIMORE, MARYLAND 21202

PRINTED BY JULIUS BLUMBERG, INC.

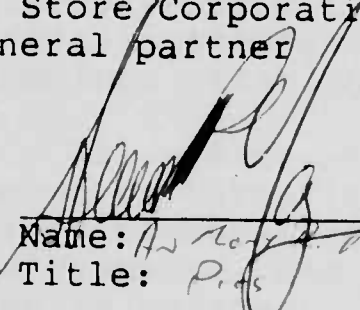
UCC-1 MARYLAND

Additional Signature Page for UCC-1 Financing Statement

REISTERSTOWN ROAD LAND  
LIMITED PARTNERSHIP

By: REISTERSTOWN ROAD STORAGE  
LIMITED PARTNERSHIP,  
general partner

By: EZ Store Corporation,  
general partner

By   
Name: Asst. Mgr. EZ Store  
Title: Pres.

## EXHIBIT A

This Financing Statement covers all of the right, title and interest of the Debtor in and to the lands and premises more particularly described in Schedule I hereto (such lands and premises being hereinafter collectively called the "Property") and:

1. All interests, estates or other claims, both in law and in equity, which the Debtor now has or may hereafter acquire in (a) the Property, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any wise belonging, relating or pertaining thereto.

2. All estate, right, title and interest of the Debtor now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys, strips of land and gores adjacent to or used in connection therewith.

3. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to any and all buildings and other improvements hereafter erected on the Property, including all heating, air conditioning, lighting, plumbing and other equipment now or hereafter located on or at the Property and all other improvements thereon that under applicable law are deemed to be fixtures (collectively, the "Improvements").

4. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to all inventory, machinery, apparatus, equipment, fittings, fixtures and articles of personal property now or hereafter located on or at the Property or used in connection therewith (including in connection with the construction, renovation or improvement thereof) and all additions and accessions thereto, replacements therefor and proceeds and profits thereof (collectively, the "Personal Property").

5. All estate, claim, demand, right (including all rights to possession and use, all options and other rights to give consents, modify, amend, extend, renew, terminate or purchase or sell), title and interest of the Debtor under all contracts, agreements, understandings or arrangements, whether written or oral, now or hereafter in effect relating to the development, demolition, construction, reconstruction, repair, alteration, addition to, improvement, replacement, use, operation or management of all or any portion of the Improvements, the Personal Property or the Property.

6. All right, claim, demand, title and interest of the Debtor in, to and under all permits, approvals, certificates, variances, orders, exemptions and other authorizations now or hereafter issued, made or granted with respect to the development, demolition, construction, reconstruction, repair, alteration, addition, improvement, replacement, use, operation or management of the Property.

7. All reversion or reversions, remainder or remainders, rents, revenues, proceeds, issues, profits, royalties, income and other benefits of the Debtor in the Property, the Improvements and the Personal Property.

8. All proceeds of the insurance required to be maintained under that certain Loan Agreement dated as of February 27, 1990 between the Debtor and the Secured Party and all awards heretofore or hereafter made to the Debtor with respect to any part of the Property, the Improvements or the Personal Property as the result of the exercise of power of eminent domain, including any awards for changes of the grades of streets, or as the result of any other damage to any part of the Property, the Improvements or the Personal Property for which compensation shall be given by any governmental authority (a "Condemnation"), and the Trustee is hereby authorized to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, at the direction of the Bank, to apply the same to the payment of the Obligations, notwithstanding the fact that the same may not then be due and payable.

9. All air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Property or the Improvements or both of the Debtor and any proceeds arising therefrom.

10. All estate right, title and interest of the Debtor now owned or hereafter acquired, in and to all leases of the Property, rents and proceeds and other payments under any such lease, insurance proceeds and indemnity.

Property Description

All that certain land and property situate in Baltimore City, Maryland and more particularly described as follows:

Beginning for the same at a point, said point being at the intersection of the Northeast side of Reisterstown Road with the Northwest side of Primrose Avenue (46 feet wide), said point also being the beginning point of the land secondly described in a deed dated July 25, 1975 and recorded among the Land Records of Baltimore City in Liber RHB 3269 at folio 161 that was granted and conveyed by Shirley Michaelson and Herbert H. Miller, Personal Representatives of the Estate of Sylvan David Michaelson, deceased, to Shirley Michaelson, thence running with and binding on the Northeast side of Reisterstown Road, as now surveyed by STV/Lyon Associates, with all bearings herein being referred to the Grid Meridian as established by the City of Baltimore, viz;

1. North  $48^{\circ}00'42''$  West 404.97 feet to a point at the intersection of the said Northeast side of Reisterstown Road with the Southeast side of Glen Avenue (50 feet wide), said point being also at the end of the first line of the land described in a deed dated April 2, 1981 and recorded among the Land Records of Baltimore City in Liber CWM 4032 at folio 701 that was granted and conveyed by Lula May O'Neal to Shirley Michaelson and running thence with the Southeast side of Glen Avenue and with part of the second line of the last mentioned deed,
2. North  $45^{\circ}35'57''$  East 99.98 feet to a point, said point being at the point of beginning of the parcel of land as described in a deed dated March 4, 1954 and recorded among the Land Records of Baltimore City in Liber MLP 9421 at folio 6 was granted and conveyed by William B. O'Neal and Lula May O'Neal, his wife, to Dan Rochlin and Minnie Rochlin, his wife, and thence running reversely with the fourth and third lines of said last mentioned deed, viz
3. South  $48^{\circ}00'46''$  East 125.00 feet to a point and,
4. North  $45^{\circ}35'57''$  East 100.33 feet to a point, said point being in the last line of the parcel of land as described in the deed dated July 12, 1973 and recorded among the Land Records of Baltimore City in Liber RHB 3043 at folio 181 that was granted and conveyed by Elsie H. Rosen to Landon Buchanon Smith and Marsha A. Smith, his wife, said point being 125.00 feet southerly from the end of said last line, and running thence reversely with part of the said last line to the beginning thereof and thence running with the Southwest side of an alley ten feet wide, there situate, with the use in common with others, in all,

5. South 48°00'46" East 273.23 feet to a point at the intersection of the Southwest side of said alley with the Northwest side of Primrose Avenue, before mentioned, and running thence binding on the northwest side of Primrose Avenue,
6. South 43°40'08" West 200.00 feet to the point of beginning.

Containing 67,767.657 square feet or 1.5557 acres of land, more or less.

Being all of the land as described in the second parcel of the deed dated July 25, 1975 and recorded among the Land Records of Baltimore City in Liber RHB 3269 at folio 161 that was granted and conveyed by Shirley Michaelson and Herbert H. Miller, Personal Representatives of the Estate of Sylvan David Michaelson, deceased, to Shirley Michaelson, and being also all the land as described in a deed dated January 6, 1986 and recorded among the Land Records of Baltimore City in Liber SEB 774 at folio 449 was granted and conveyed by Jesse Gersuk, Nora Gersuk, Daniel Mendelsohn and Helen Mendelsohn to Shirley Michaelson, and being all the land as described in a deed dated May 6, 1986 and recorded among the Land Records of Baltimore City in Liber SEB 883 at folio 312 was granted and conveyed by LTS Associates to Shirley Michaelson and being a portion of the land as described in a deed dated April 2, 1981 and recorded among the Land Records of Baltimore City in Liber CWM 4032 at folio 701 was granted and conveyed by Lula May O'Neal to Shirley Michaelson.

550195

BOOK 553 PAGE 36

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 14.00  
POSTAGE .50  
#706740 0237 R02 T15:35  
03/07/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. Debtor:  
450 FMS LIMITED PARTNERSHIP

Address:  
c/o Mr. Kenneth A. Freeman  
1049 Sugar Maple Drive  
Davidsonville, Maryland 21035

2. Secured Party:  
SECOND NATIONAL FEDERAL  
SAVINGS BANK

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: Marion J. Minker, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all

1400  
50

right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust of September 15, 1986, the Modification and Consolidation of Deed of Trust Agreement of December 15, 1987, and the Second Modification and Consolidation of Deed of Trust Agreement of even date recorded among the Land Records of Anne Arundel County, Maryland, securing repayment of the Consolidated and Restated Deed of Trust Promissory Note in the amount of \$1,035,000.00 executed even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

7. This Financing Statement hereby supplements and incorporates herein the prior Financing Statements of the parties dated December 15, 1987, recorded among the Land Records of Anne Arundel County, Maryland, in Liber No. 4517, folio 565, and also recorded among the Financing Statement records of said County and among the records of the State of Maryland Department of Assessments and Taxation.

Debtor: 450 FMS LIMITED PARTNERSHIP

BY: Kenneth A. Freeman (SEAL)  
Kenneth A. Freeman, Sole General Partner

Dated: Feb. 28, 1990

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
P. O. Box 868  
Annapolis, Maryland 21404-0868

a:s43921#1.fin

EXHIBIT A

BEGINNING for the same at an iron pipe now set on the south side of Defense Highway at the northwest corner of a 0.48 acre lot heretofore conveyed to Maude Nichols Baker by Luther M. Nichols, widower, by deed dated November 28, 1940 and recorded in Liber JHH 228, folio 276, the said iron pipe and place of beginning is distant, as measured along the said south side of the Defense Highway, south 84 degrees 40 minutes west 110.00 feet from another pipe at the northeast corner of the whole tract hereinafter mentioned, which is also the northwest corner of the land owned by Annie E.D. Sellman, which was subdivided into lots July, 1931, and surveyed by J. Revell Carr, which said plat is called "Property of Annie E.D. Sellman, Sub-division Plat No. 2, Anne Arundel County, Maryland, July, 1931", thence running from the said beginning point so fixed leaving the said Maude Nichols Baker lot and along the said south side of the Defense Highway south 84 degrees 40 minutes west 245.0 feet to another iron pipe, thence leaving said Highway and running through part of the said whole tract south 19 degrees 02 minutes west 200.0 feet to another pipe, thence south 3 degrees 44 minutes west 370.0 feet to another pipe, thence south 77 degrees 21 minutes east 458.0 feet to another pipe now set in the easterly boundary line of said mentioned whole tract, it being also the westerly boundary line of the above mentioned Annie E.D. Sellman property, thence with said line north 0 degrees 21 minutes west 491.9 feet to another iron pipe at the southeast corner of the first mentioned Maude Nichols Baker 0.48 acre lot, thence leaving the said last mentioned easterly boundary line and running with the south and west lines of the said Maude Nichols Baker lot south 84 degrees 55 minutes west 115.0 feet to another iron pipe, thence north 1 degree 05 minutes east 200.0 feet to the place of beginning; containing 5.476 acres of land according to a survey and plat by J. Revell Carr, Sept., 1940.

AND BEING the same property conveyed to 450 FMS Limited Partnership by Deed dated September 15, 1986, recorded among the Land Records of Anne Arundel County, Maryland, in Liber No. 4203, folio 185.

a:s43921ea.exa

Please Return to:  
BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.  
BOX 868  
ANNAPOLIS, MARYLAND 21404-0868  
Attn: David S. Bruce

CDF/02-21-89  
 9794X (514X)  
 SSA-SFC(0)(4)  
 SSA-CONST/PERM(4)

BOOK 553 PAGE 39

To be recorded  
 (1) in the Land Records  
     of Anne Arundel County;  
 (2) in the Financing Statement  
     Records of Anne Arundel County;  
     and  
 (3) with the Maryland State  
     Department of Assessments  
     and Taxation

Not subject to recordation  
 tax

Principal amount is  
 \$ 225,000.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

#### SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:

Arthur C. Tate, Jr.  
 Rita R. Tate

Mailing Address of Debtor:

796 MacSherry Dr.  
 Arnold, MD 21012  
 RECORD FEE 19.00  
 POSTAGE .50

2. Secured Party:

STERLING BANK & TRUST CO.,  
 a bank and trust company  
 organized and existing  
 under the law of Maryland,

Address of Secured Party:

Suite 201  
 111 East Water Street  
 Baltimore, Maryland 21202

3. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows,

stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

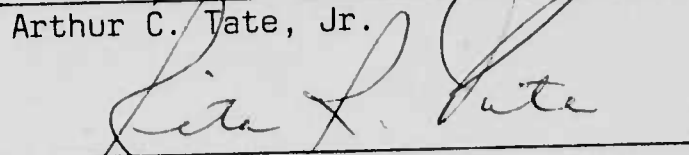
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$225,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

  
Arthur C. Tate, Jr.

  
Rita R. Tate

Date: March 7, 1980

To the Filing Officer: After this Statement has been recorded, please mail the same to:

CDF/02-21-89  
9794X (514X)  
SSA-SFC(0)(4)  
SSA-CONST/PERM(4)

BOOK 553 PAGE 41

FINANCING STATEMENT

by

Arthur C. Tate, Jr. & Rita R. , Debtor  
Tate  
and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

ATTACHED TO AND MADE A PART OF A DEED OF TRUST FROM ARTHUR C. TATE, JR. and RITA R. TATE, husband and wife  
TO THE TRUSTEES FOR STERLING BANK & TRUST CO.

BOOK 553 PAGE 42

## EXHIBIT A

BEGINNING FOR THE SAME at a pipe set at the intersection formed by the North side of Broadneck Road, 30 foot County Road, with the division line, as now surveyed, between the conveyance from James Tate and Lela Tate, his wife, to William Schmidt by deed dated March 27, 1909, and recorded among the Land Records of Anne Arundel County in Liber G.W. 66, folio 390, and the conveyance from Jerome S. Murphy and wife, et. al. to William W. Averill and wife, by Deed dated August 5, 1950, and recorded among the Land Records of Anne Arundel County in Liber JHH 583, folio 386; said pipe being located South 50 degrees 25 minutes 40 seconds West 4.27 feet and thence North 49 degrees 45 minutes 20 seconds West 192.00 feet along the North side of Broadneck Road from a pipe found in the South 50 degrees 24 minutes West 321.60 foot line of said conveyance to Averill; thence from the place of beginning so fixed and running with the Northeast side of said Road, North 36 degrees 40 minutes West 55.30 feet; thence North 21 degrees 39 minutes 30 seconds West 79.43 feet; thence North 06 degrees 28 minutes 10 seconds West 111.30 feet to a point of a curve; thence along the arc of a curve to the left, having a radius of 160.89 feet, a chord North 28 degrees 49 minutes 30 seconds West 122.39 feet, an arc length of 125.55 feet to a point of tangency; thence North 51 degrees 10 minutes 50 seconds West 209.03 feet; thence North 36 degrees 39 minutes 36 seconds East 91.95 feet; thence North 04 degrees 59 minutes 30 seconds East 73.01 feet to a pipe set; thence South 87 degrees 23 minutes 10 seconds East 288.31 feet to a pipe set in the division line as now surveyed, between Schmidt and Averill, aforesaid; thence running with part of said division line, as now surveyed, South 04 degrees 59 minutes 30 seconds West 602.59 feet to the place of beginning. Containing 2.34 acres as shown on Plat of the Anthony Smith Property, prepared by J.R. McCrone, Jr., Inc., Registered Surveyors and recorded among the Land Records of Anne Arundel County in Liber 4711, folios 214 and 215.

FOR DESCRIPTION of the 40 foot use in common right-of-way conveyed herein;

BEGINNING FOR THE SAME at a pipe set at the North 04 degree 59 minute 30 second East 73.01 feet line of the above described 2.34 acres and running from thence and with the East side of a 40 foot right-of-way as shown per plat recorded in Liber 4711, folios 214 and 215 and with said line, reversely, South 04 degrees 59 minutes 30 seconds West 73.01 feet; thence South 36 degrees 39 minutes 36 seconds West 91.95 feet; thence North 51 degrees 10 minutes 50 seconds West 40 feet; running from thence and with the West side of said 40 foot right-of-way North 36 degrees 39 minutes 36 seconds East 79.11 feet; thence North 04 degrees 59 minutes 30 seconds East 60.0 feet; thence South 87 degrees 23 minutes 10 seconds East 40 feet to the point of beginning. Containing .14 acres more or less, within the 40 foot right-of-way.

SUBJECT TO and together with a use in common with others of said 40 foot right-of-way.

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING RECORDS OF ANNE ARUNDEL  
COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF  
ASSESSMENTS AND TAXATION

RECORD FEE 34.00  
POSTAGE .50

This Financing Statement is presented to a Filing Officer  
pursuant to the Maryland Uniform Commercial Code. #707940 C055 R02 T14:59  
03/08/90

1. NAME AND ADDRESS  
OF DEBTOR:

SWANSON REALTY COMPANY LIMITED  
PARTNERSHIP H. ERLE SCHAFER  
7370 Crain Highway AA CO. CIRCUIT COURT  
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS  
OF SECURED PARTY:

MARYLAND NATIONAL BANK  
Real Estate Industries Group  
10 Light Street, 19th Floor  
Baltimore, Maryland 21202

3. This Financing Statement covers all right, title and  
interest of the Debtor in and to the following types (or items)  
of property:

(a) All personal property of any kind or nature  
whatsoever, whether tangible or intangible and whether now owned  
or hereafter acquired, which is used in the construction of, or  
is placed upon, or is derived from or used in connection with the  
maintenance, use, occupancy or enjoyment of, the Property (here-  
inafter defined), including, without limitation, (i) all building  
materials, fixtures, equipment and other tangible personal  
property of every kind and nature whatsoever (other than con-  
sumable goods, and trade fixtures or other personal property  
owned by tenants occupying the Property), (ii) any franchise or  
license agreements and management agreements entered into with  
respect to the Property or the business conducted therein (pro-  
vided all of such agreements shall be subordinate to the Deed of  
Trust (hereinafter defined), and the Secured Party shall have no  
responsibility for the performance of the Debtor's obligations  
thereunder), and (iii) all plans and specifications, contracts  
and subcontracts for the construction or repair of the Property,  
sewer and water taps, allocations and agreements for utilities,  
bonds, permits, licenses, guarantees, warranties, causes of  
action, judgments, claims, profits, security deposits, utility  
deposits, refunds of fees or deposits paid to any governmental  
authority, letters of credit and policies of insurance. The term  
"Property" means all or any portion of: (i) the land described  
in Exhibit A attached hereto (the "Land"), and (ii) any build-  
ings, structures or other improvements now or hereafter existing,  
erected or placed on the Land, or in any way used in connection  
with the use, enjoyment, occupancy or operation of the Land, and

34.00

34.50

(iii) the collateral described in this Financing Statement. The Land is also described in an Amendment and Restatement of Deed of Trust dated March \_\_, 1990 (the "Deed of Trust") executed by the Debtor for the benefit of James W. Dodson, Jr. and Margaret D. Kirmil, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

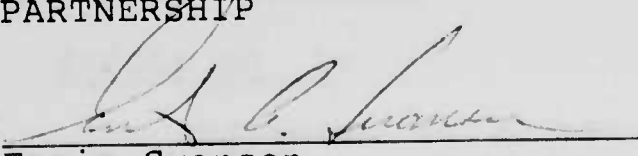
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

SWANSON REALTY COMPANY LIMITED  
PARTNERSHIP

By

  
Ernie Swanson  
General Partner

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

ALL those lots or parcels of land located in the Anne Arundel County, State of Maryland, and more particularly described as follows:

PARCEL NO. I:

BEGINNING at a hub set on the Northwest side of Light Street Road 45 feet wide (Crain Highway, Md. Route #301) distant North 24 degrees 09 minutes East 400.00 feet from the corner formed by the intersection of the said Northwest side of Light Street Road, with the northerly side of Georgia Avenue (formerly Fourth Avenue, North) as shown on "Plat No. 50 Plat of Property of the Curtis Creek Mining, Furnace and Manufacturing Co." which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 6, folio 19, said beginning point being at the end of the North 24 degrees 09 minutes East 100.00 foot line of the description contained in a Deed dated March 28, 1952, whereby the property was conveyed by Charles C. Griffith and Lillian R. Griffin, his wife, to Herman Sher and Evelyn Sher, his wife, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 673, folio 113; and running thence from said beginning point and with the said side of Light Street Road, North 24 degrees 09 minutes East 422.65 feet to a galvanized spike there set on the South side of a 15 foot road known as Glen Oak Avenue; thence with the said side of Glen Oak Avenue; North 65 degrees 23 minutes West 330.0 feet to an iron pipe there set; thence South 24 degrees 09 minutes West 522.65 feet to a hub there set at the end of the second line of that parcel of land described in a Deed from William H. Jory and Mary Ellen Jory, his wife, to Adolph F. Nethen, dated May 2, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 352, folio 166; thence running with and binding reversely on said second line, South 65 degrees 23 minutes East 145.0 feet to a hub set on the Northwest side of a 10 foot wide alley leading from Georgia Avenue; thence with the said side of said alley, North 24 degrees 09 minutes East 100.00 feet to a hub set at the Northwest corner of said alley; thence running across the end of said alley and with the outline of the Sher Property mentioned above, South 65 degrees 23 minutes East 185.0 feet to the place of beginning. Containing 3.534 acres of land more or less. The improvements thereon being known as 408 Crain Highway.

PROPERTY DESCRIPTION

PARCEL NO. II:

BEING known as Lot No. 5009 as shown on Plat No. 50 of the lands of the Curtis Creek Mining, Furnace & Manufacturing Company, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 6, folio 19, formerly F.S.R. No. 1, folio 61.

PARCEL NO. III:

BEING all that lot of ground lying between Drum Point Avenue and Governor Ritchie Highway as now laid out immediately in front of the parcel just previously described, and more particularly described by metes and bounds as follows:

Beginning for the same on the easternmost side of Drum Point Avenue as laid out thirty feet (30 feet) wide at a point distant South thirty degrees fifty-five minutes West fifty feet (South 30 degrees 55 minutes West 50 feet) from the Northwest corner of the whole tract as conveyed to Arno A. Gehre by deed dated March 26, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 130, folio 455; and running thence with the easternmost side of Drum Point Avenue, South thirty degrees fifty-five minutes West fifty feet (South 30 degrees 55 minutes West 50 feet) to a point; thence leaving Drum Point Avenue, and running through the aforementioned tract of which the property intended to be conveyed is a part, South fifty-nine degrees thirty-seven minutes East twenty-three and fifty-three one-hundredths feet (South 59 degrees 37 minutes East 23.53 feet) to the westernmost side of the Governor Ritchie Highway as laid out one hundred fifty feet (150 feet) wide; thence running with the westernmost side of said Highway, North thirty degrees twenty-three minutes East fifty feet (North 30 degrees 23 minutes East 50 feet); thence leaving the said highway and running North fifty-nine degrees thirty-seven minutes West twenty-two and sixty one-hundredths feet (North 59 degrees 37 minutes West 22.60 feet) to the place of beginning.

PARCEL NO. IV:

BEGINNING on the Northwest side of Drum Point Avenue at the end of the first line of the land conveyed by the Curtis Creek Mining, Furnace & Manufacturing Company to John E. and Maria A. Wilz by deed dated August 10, 1915, and recorded among the Land Records of

BOOK 553 PAGE 043-E

PROPERTY DESCRIPTION

Anne Arundel County in Liber G.W. No. 115, folio 414; and running thence binding on the Northwest side of Drum Point Avenue, South thirty degrees thirty minutes West fifty feet (South 30 degrees 30 minutes West 50 feet); thence North fifty-nine degrees thirty minutes West two hundred feet (North 59 degrees 30 minutes West 200 feet), more or less, to the Southeast side of Light Street Road, North thirty degrees thirty-one minutes East fifty feet (North 30 degrees 31 minutes East 50 feet) to the end of the second line of the land conveyed to John E. and Maria A. Wilz as aforesaid; and thence with said line reversely South fifty-nine degrees thirty minutes East two hundred feet (South 59 degrees 30 minutes East 200 feet) more or less, to the place of beginning.

PARCEL V:

BEGINNING FOR THE SAME on the South side of Light Street Road (now Crain Highway) as laid out 45 feet wide, at a point where the side of said road is intersected by the division line between Lot 5010 and 5011 as shown on Plat #50 of Glen Burnie, filed among the Land Records of Anne Arundel County, the said point of beginning as referred to the true meridian, North 24 degrees 09 minutes East 501.67 feet from the point where the Southeast side of Light Street Road is intersected by the Northeast side of Fourth Avenue North as laid out 80 feet wide, and running thence with the said division line South 65 degrees 23 minutes East 209.17 feet to the Northwest side of Drum Point Avenue as laid out 30 feet wide; thence running with the said side of said Avenue North 24 degrees 37 minutes East 50 feet, thence leaving the said Avenue and running North 65 degrees 23 minutes West 210.08 feet to the Southeast side of Light Street Road, thence running with the said road South 24 degrees 09 minutes West 50 feet to the point of beginning.

PARCEL VI:

BEGINNING FOR THE SAME on the Northwest side of Drum Point Road as laid down 30 feet wide, at a point distant, as referred to the true meridian North 24 degrees 37 minutes East 501.67 feet from the intersection of the Northwest side of the said Drum Point Avenue and the Northeast side of Georgia Avenue, formerly known as Fourth Avenue, North, as laid out 80 feet wide, and running thence across Drum Point Avenue and with the first line of a conveyance to J. E. Marlowe by Deed dated June 15, 1937 and recorded among the Land

PROPERTY DESCRIPTION

Records of Anne Arundel County in Liber F.A.M. 165, folio 133, South 65 degrees 23 minutes East 58.16 feet to the Northwest side of the Governor Ritchie Highway, as laid out 150 feet wide, thence running with the Northwest side of the said highway North 24 degrees 35 minutes East 50 feet, thence leaving said highway and running North 65 degrees 23 minutes West 58.12 feet to the Northwest side of the aforesaid Drum Point Road, thence running with the Northwest side of the said road South 24 degrees 37 minutes East 50 feet to the point of beginning.

PARCEL VII:

BEGINNING for the same at a point located on the western boundary North 29 degrees 55 minutes East 200 feet from the southwesternmost corner of a 2.08 acre parcel conveyed to Gladys R. Gillespie et al, by deed dated September 17, 1964 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 1795, folio 81; thence from said beginning point so fixed and running with the said western boundary North 29 degrees 55 minutes East 372.65 feet to the southwesternmost corner of the parcel conveyed by a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 469, folio 581; thence with the southern boundary of said parcel South 59 degrees 37 minutes East 110 feet to intersect the eastern boundary of the aforementioned Gillespie parcel; thence with said eastern boundary South 29 degrees 55 minutes West 372.65 feet to the northeastern corner of the parcel conveyed to Adolph Nethen by a deed recorded among the said Land Records in Liber J.H.H. 805, folio 203; thence with the northern boundary of the said Nethen parcel North 59 degrees 37 minutes West 4.20 feet; thence for a new line of division North 59 degrees 37 minutes West 105.8 feet to the place of beginning. Containing 0.923 acres, more or less, according to a description by John J. Dowling, Registered Surveyor, in May of 1987, without benefit of a field survey.

BEING the same property which was conveyed by Gladys R. Gillespie, Ronald E. Heinecke and Sandra Heinecke, his wife to Swanson Realty Company Limited Partnership by deed dated June 5, 1987 and recorded among the Land Records of Anne Arundel County in Liber H.E.S. 4365, folio 279.

PROPERTY DESCRIPTIONPARCEL VIII:

BEGINNING ON THE Northwest side of a ten-foot alley running through the property, of which the land hereby intended to be conveyed is a part, at the end of the third line of a lot of ground heretofore conveyed to Irving Marsteller and Selma Marsteller, his wife, by Deed dated January 7, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 212, folio 249, the said point of beginning being North 29 degrees 55 minutes East 200 feet from the point where the Northwest side of the aforementioned ten-foot alley intersects the Northwest side of Fourth Avenue, North, as laid out 80 feet wide on the plats of Glen Burnie, and running thence, with the Northwest side of the said alley, North 29 degrees 55 minutes East 100 feet; thence leaving said alley and running North 59 degrees 37 minutes West 145 feet to the second line of the tract of land conveyed to Wm. H. Jory and Mary Ellen Jory by Deed dated August 12, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 143, folio 89; thence with the said second line of the said conveyance to Wm. H. Jory and Mary Ellen Jory, South 29 degrees 55 minutes West 100 feet to the property of Adolph F. Nethen and R. Marie Nethen, Kenneth L. Mallonee and Helen H. Mallonee and Irving Marsteller and Selma Marsteller, South 59 degrees 37 minutes East 145 feet to the point of beginning.

TOGETHER with the use in common of the aforesaid ten (10) foot alley leading from Georgia Avenue as the means of ingress to and egress from the aforescribed parcel.

BEING the same property which was conveyed from Harry L. Gladding to Gladding-Swanson Realty Company Limited Partnership by deed dated June 18, 1982 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3606, folio 727, the deed to the grantor therein having been recorded immediately subsequent thereto instead of prior thereto as intended, and the said Gladding-Swanson Realty Company Limited Partnership having since had its name changed to Swanson Realty Company Limited Partnership; and further

BEING, as to Parcel Nos. VII and VIII, the same parcels identified as Lot "B" on a certain plat entitled "Administrative Minor Subdivision, Gillespie-Heinecke-Swanson Realty Property," which plat is dated May, 1987, was prepared by John J. Dowling, Registered Surveyor, and is recorded among the Land Records of Anne Arundel County in Liber H.E.S. 4365, folio 282.



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B.S. LIVINGSTON & CO., INC. c/o INNER HARBOR WAREHOUSING AND DISTRIBUTION INC.  
Address 7465 Candlewood Road, Hanover Maryland 21076

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY  
Address 270 Park Avenue, New York, NY 10017 40th Fl. Legal Dept.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED RIDER

RECORD FEE 11.00  
POSTAGE .50  
#602740 CITT R03 T09:25  
03/09/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

15eehLw

NOT SUBJECT TO RECORDATION TAX

ANNE ARUNDEL CTY

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)  
☒ (Products of collateral are also covered)

(Signature of Debtor)  
B.S. LIVINGSTON & CO., INC.  
Type or Print Above Name on Above Line

Anita M. Patvin  
(Signature of Debtor)  
Anita M. Patvin Treasurer  
Type or Print Above Signature on Above Line

MANUFACTURERS HANOVER TRUST COMPANY  
W. King Grant, Jr.  
(Signature of Secured Party)  
Type or Print Above Signature on Above Line

11'50

R I D E R

DEBTOR: B.S. Livingston & Co., Inc.  
c/o All Freight Distribution Co.  
6201 Seaforth Street  
Baltimore, Maryland 21224

and

c/o Seabound Warehouse  
1900 Johnson Street  
Baltimore, Maryland 21230

and

c/o Inner Harbor Warehousing and  
Distribution Inc.  
7465 Candlewood Road  
Hanover, Maryland 21076

SECURED PARTY: MANUFACTURERS HANOVER TRUST COMPANY  
270 PARK AVE. 40th FLOOR  
NEW YORK, N.Y. 10017 ATTN: LEGAL DEPT.

All inventory of every nature and description belonging to Debtor wherever located and whether now owned or in existence or hereafter acquired, and including without limitation all raw materials and supplies used or consumed in Debtor's business; work in process, finished goods, and in all returns and refunds (applicable thereto), and the right to collect the same and any proceeds thereof (all terms having the meanings ascribed by the Uniform Commercial Code of New York).

[B2723]

280286

☐ TO BE☒ NOT TO BERECORDED IN  
LAND RECORDS☐ SUBJECT TO☐ NOT SUBJECT TORECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$-0-

## FINANCING STATEMENT

1. Debtor(s)

Superior Transfer, Inc.

Name or Names — Print or Type

56 Pebble DriveBaltimore, Maryland 21225

Address — Street No.,

City - County

State

Zip Code

Name or Names — Print or Type

Address — Street No.,

City - County

State

Zip Code

2. Secured Party:

THE CARROLLTON BANK OF BALTIMORE

1201 W. BALTIMORE STREET, BALTIMORE, MD. 21223

3. This Financing Statement covers the following types of property: (Describe) (Attached separate list if necessary).

1. All Present and future accounts, contracts, contract rights, open accounts receivable, book debts, notes, drafts, acceptances, instruments, chattel paper and other choses in action, and returned goods, and all products and proceeds thereof, now or hereafter owned or held by or payable to the debtors.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☒ are ☐ are not covered.

RECORD FEE 11.00

POSTAGE .50

H602890 C777 R03 T07-34

03/09/90

DEBTOR(S):

James L. North

James L. North, President

DEBTOR (Type or Print)

DEBTOR (Type or Print)

SECURED PARTY:

CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURTTHE CARROLLTON BANK OF BALTIMORE  
(Secured Party)By: J. F. McMillan

(Signature of Secured Party)

Jack F. McMillan-- Vice President

Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

THE CARROLLTON BANK OF BALTIMORE  
P.O. Box 1391  
Baltimore, Maryland 21203

280207

☐ TO BE☒ NOT TO BERECORDED IN  
LAND RECORDS☐ SUBJECT TO☐ NOT SUBJECT TORECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ -0-

## FINANCING STATEMENT

1. Debtor(s)

Superior Transfer, Inc.

Name or Names — Print or Type

56 Pebble Drive

Baltimore, Maryland

21225

Address — Street No.,

City - County

State

Zip Code

Name or Names — Print or Type

Address — Street No.,

City - County

State

Zip Code

2. Secured Party:

THE CARROLLTON BANK OF BALTIMORE

1201 W. BALTIMORE STREET, BALTIMORE, MD. 21223

RECORD FEE 11.00

POSTAGE ☒ .50

H602000 CT77 K03 709:34

03/09/90

3. This Financing Statement covers the following types of property: (Describe) (Attached separate list if necessary).

1. All present and future accounts, contracts, contract rights, open accounts, receivable, book debts, notes, drafts, acceptances, instruments, chattel paper and other choses in action, and returned goods, and all products and proceeds thereof, now or hereafter owned or held by or payable to the debtors.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S):

James L. North, President

DEBTOR (Type or Print)

DEBTOR (Type or Print)

SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE  
(Secured Party)

By:

(Signature of Secured Party)

Jack F. McMillan-- Vice President

Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

THE CARROLLTON BANK OF BALTIMORE  
P.O. Box 1391  
Baltimore, Maryland 21203

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal Amount is \$ 17,000.00  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

M. Pitkin Johnson & Anne J. Johnson  
 (Name)  
2 Linda Lane  
 (Address)  
Severna Park, Md. 21146

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Stephanie P. Yancy  
 (Name of Loan Officer)  
18 West Street  
 (Address)  
Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

Located at the Ritchie Professional Center  
 8025 Ritchie Highway  
 Pasadena, Md. 21122

- \* IBM PC-AT compatible 386 SX 16 MHZ computer system with  
 1 MB RAM, 1.2 megabyte 5 1/4 inch diskette drive, 1.4 megabyte  
 3 1/2 inch diskette drive, 60 megabyte hard disk. Includes  
 2400 baud Hayes compatible modem with PC Anywhere software  
 and Enhanced Graphics Color Monitor and adaptor  
 \* Three IBM PC-AT compatible 286 12 MHZ computer systems with  
 640 KB RAM, 1.4 MB diskette drive, 20 MB hard disk, and  
 CGA color monitors and adaptors.

Two Panasonic model 1124-24 pin dot matrix printers- S/N's:

Cobb Dental Business System Software multi-user  
 version including light pens for each station

LANTastic four user network hardware, cabling, software

~~Howlett Packard laser jet 11P laser printer~~

\*Serial No. to follow:  
 Computer S/N: 891825, 891824, 891823, 900361  
 Monitor S/N: 90706052, 90301368, 90705963, 90706005

RECORD FEE 12.00

RECORD TAX 119.00

POSTAGE .50

H602970 C777 R03 T09:39

03/09/90

9KMAQJF68863 CHAFER

9KMAQJF68888

11A 11P CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the  
 like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

(Signature) (Seal)  
(Signature) (Seal)  
M. Pitkin Johnson  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Signature) (Seal)  
(Signature) (Seal)  
Anne J. Johnson  
 (Print or Type Name)

12 119 8

280210

BOOK 553 PAGE 49

## FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Name of Debtor(s) (or Assignor) and address:  
Hartman, McLean & Schmidt, Inc.  
10751 Falls Road, Suite 256      2666 Riva Road, #400  
Lutherville, MD 21093      &      Annapolis, MD 21401
2. Name of Secured Party and Address:  
Preston W. Hartman  
Robert K. Elling  
c/o Hartman, McLean & Schmidt, Inc.  
10751 Falls Road, Suite 256  
Lutherville, MD 21093
3. Name of Assignee and Address:  
Equitable Bank, National Association  
Address: 100 South Charles Street  
Baltimore, MD 21201
4. This Financing Statement covers the following types (or items) of property:  
See Attached Schedule A

RECORD FEE 11.00

POSTAGE .00

5. Check the statements which apply, if any, and supply the information indicated:

- ☒ The underlying secured transaction is not subject to recordation tax; this filing is made to give notice of Lessor's ownership in the leased property; it is not intended as a Security Agreement.
- ☐ The underlying secured transaction is subject to recordation tax on the principal amount of \$.....
- ☐ (If collateral is crops—describe real estate and give name of record owner. Execute additional Statements to file in each county involved) The above-described crops are growing or to be grown on:
- ☐ (If Collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN-LAND RECORDS" across top of this page) The above-described goods are affixed or to be affixed to:

#603130 CTTT R03 T09:49

03/09/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

POSTAGE .50

#603140 CTTT R03 T09:49

03/09/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

☒ (If proceeds of collateral are covered). Proceeds of the collateral are also covered.

☒ (If products of collateral are covered). Products of the Collateral are also covered.

Debtor(s): Hartman, McLean &amp; Schmidt, Inc.

Secured Party:

By: Preston W. Hartman  
Preston W. Hartman, President

By: Lee G. Kekel  
Lee G. Kekel, Treasurer

By: Preston W. Hartman  
Preston W. Hartman

By: Robert K. Elling  
Robert K. Elling

Dated: FEB 22, 1990

(Note: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to address shown in 3 above.)

Form 662

EQUITABLE BANK, N.A.  
COMMERCIAL BANK  
6th FLOOR  
BALTIMORE, MARYLAND 21201

11/30

# SCHEDULE A

BOOK 553 PAGE 50

## COLLATERAL DESCRIPTION:

### HAWORTH SYSTEMS

Panels - Basketweave F-7M Birchbark  
Worksurface Laminate - H-62 Grey  
Components & Trim - TR-G Grey

Qty	Description
13	#EPM-2062, 30"x62" Non-Powered Panel
5	#EFP-3062, 30"x62" Powered Panel
10	#EFP-602, 5"x62" Powered Panel
2	#EPM-202, 2"x62" Non-Powered
2	#RKP-5, 5" Powered Retrofit Kit
1	#TMT-62, T-Mount Kit
1	#TFM-6, Power Pole
1	#RKN-3, 3" Retrofit Kit
11	#WS-630, 6"x30" Worksurface
12	#WS-624, 6"x24" Worksurface
5	#FDRV-5, 5' Flipper Door
8	#SR-5, 5' Regular Shelf
8	#HTL-0060, 5' Tasklight
1	#AKP-19, Adjustable Keyboard Pad
3	#MDSN-3, 3" Drawer
9	#MDSN-6, 6" Drawer

Qty	Description
9	#MDSN-12, 12" Drawer
9	#MB-3, Mobile Base
1	#WS-224, 2"x24" Worksurface
2	#WS-624, 6"x24" Worksurface
22	#FPPC-62, 90° Filler Post
8	#FPPS-62, 180° Filler Post
4	#SS10-104, Secretarial Chair, Polypropylene Shell, Hard Casters, Nubby Wool Fabric - Sage
Installation & Debris Removal Harford Forest Company Installers	

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201

280217

## STATE OF MARYLAND

BOOK 553 PAGE 51

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Bee-Line Lube Inc  
Address 889 Chinquapin Crest Drive, Harwood MD 20776

## 2. SECURED PARTY

Name Advanta Leasing Corp  
Address P O. Box 1228 Voorhees NJ 08043

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/92

4. This financing statement covers the following types (or items) of property: (list)

1 NEC powermate 286 plus 40mb color system  
continental VGA monitor  
sn 9Y04257UB, CD39-100861A  
1 panasonic 1624 wide 24 pin, cable, surge protector

Name and address of Assignee	RECORD FEE 11.00
9HMATA01591	POSTAGE 1.50
	#603330 0777 R03 11:02
	03/09/90

Not subject to recordation tax does not create a security interest

H. ERLE SCHAFER  
AA CO. CIRCUIT COURTCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)Lizabeth Herron, attorney in fact  
(Signature of Debtor)

Bee-Line Lube Inc

Lizabeth Herron, Attorney in fact

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lizabeth Herron, Advanta Leasing Corp  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

280212

BOOK 553 PAGE 52

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Lee, Katherine M. 3909 Sunflower Circle Mitchellville, Md 20721	2. Secured Party(ies) and address(es) Furs By Gartenhaus, Inc. 6950 Wisconsin Avenue Chevy Chase, Md. 20815	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE <i>CK</i> .50 #603340 OTTT R03 T10:03  27/02/90 5. Assignee(s) of Secured Party and Address(es) Chrysler First 12500 Fair Lakes Circle Fairfax, Va. 22033 FAIRFAX CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property:  Natural Dark Ranch Mink Coat  THE SELLER OF THE GOODS IS THE SECURED PARTY.  THIS FINANCING STATEMENT IS NOT SUBJECT TO TAXES. <del>XXX</del> THIS FINANCING STATEMENT SECURES ON INSTALLMENT PURCHASE OR 3RD PARTY PURCHASES.		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented.		
Filed with:		
Katherine M. Lee		Furs By Gartenhaus, Inc.
By: <i>Katherine M. Lee</i> 2/26/90 Signature(s) of Debtor(s)		By: <i>[Signature]</i> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy—Alphabetical		11/8

STANDARD FORM - FORM UCC-1.

280213

BOOK 553 PAGE 53

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

Kens Excavating Inc.  
145 S. Tartan Drive  
Elkton, MD 21921

2. Secured Party(ies) and address(es)

Giles & Ransome, Inc.  
2975 Galloway Road  
Bensalem, Pa 19020

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

One (1) CATERPILLAR Model D4CLGP Track Type Tractor  
Serial Number 2CJ00371

*This is for information purposes only  
machine location is Delaware*

5. Assignee(s) of Secured Party and  
Address(es)

RECORD FEE *CK* 11.00  
POSTAGE .50

*4403750 5777 603 710:04*  
*03/09/90*

*H. ERLE SCHAFER*  
*AA CO. CIRCUIT COURT*

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Kens Excavating Inc.

Giles & Ransome, Inc.

By: *[Signature]*

Signature(s) of Debtor(s)

*1/50*  
Title

By: *[Signature]*

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Q683

553 PAGE 54

**UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)**

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Rossbach, Robert H 1515 Governors Bridge Rd Davidsonville, MD 21035	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT COMPANY 10710 MIDLOTHIAN TURNPIKE P. O. BOX 36387 RICHMOND, VA. 23235
---	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

Liber 494 Page 565

3. This statement refers to original Financing Statement No: 110452 Dated: Feb 18, 1986

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORD FEE 10.00  
POSTAGE OK .50

4. This transaction is exempt from the Recording Tax.

Filed with: \_\_\_\_\_

#603410 C/TTT R03 T10:17  
03/09/90

Dated: February 22, 1990  
F M C C JUN 65 7288-M (MARYLAND ONLY)  
By: [Signature]  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
(NAME OF SECURED PARTY)

115 85

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Raymond Sears & Son, Inc. 2387 Rutland Road Davidsonville, MD 21035 M--35875-1	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE <i>CK</i> .50 #603440 CTTT R03 T10:15 03/09/90 For Filing Officer H. ERLE SCHAFER AA CO. CIRCUIT COURT
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. One (1) Caterpillar Model #D4H Track Type Tractor S/N 8PB03382 One (1) Caterpillar Model #4P Bulldozer S/N 9ZB003368		
<input checked="" type="checkbox"/> Products of the Collateral Are Also Covered. NOT SUBJECT TO RECORDATION TAX		
(6) Signatures: Debtor(s) Raymond Sears & Son, Inc.  (By) <i>Donald L. Sears VP.</i> Standard Form Approved by N.C. Sec. of State and other states shown above.		Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
(1) Filing Officer Copy - Numerical		UCC-1

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Florida Marina & Boat Sales, Inc. 2904 Mountain Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) Borg Warner Acceptance Corp. P. O. Box 4736 Florence, SC 29501	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #603510 0777 R03 T10:20 03/09/90 H. ERLE SCHAEFER CIRCUIT COURT
---	---	--

4. This statement refers to original Financing Statement bearing File No. 265836  
Filed with Anne Arundel County Date Filed 1/28 19 87

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☒ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Please amend secured party to:  
Transamerica Commercial Finance Corporation  
2401 Plum Grove Rd., #118  
Palatine, IL 60067

No. of additional Sheets presented: \_\_\_\_\_

By: [Signature] (1) Filing Officer Copy - Alphabetical  
By: [Signature] Signature(s) of Secured Party(ies)  
STANDARD FORM - FORM UCC-3

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax  
☐ Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_  
☐ To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Gillis Business Forms, Inc.  
 (Name)  
 2521 Riva Road  
 (Address)  
 Annapolis, Md. 21401

SECURED PARTY (OR ASSIGNEE)THE FIRST NATIONAL BANK OF MARYLAND

Attn: June R. Hornick  
 (Name of Loan Officer)  
 18 West Street  
 (Address)  
 Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

LOCATED AT 2521 RIVA ROAD, ANNAPOLIS, MD 21401

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

RECORD FEE 11.00

POSTAGE 50

Record Owner, if different from the Debtor: \_\_\_\_\_

#603650 CTTT R03 T10:30

03/09/90

3. ☐ Products of the collateral are also specifically covered.

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

4. Mr. Clerk: Mail Instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)SECURED PARTY (OR ASSIGNEE)

(Seal)  
 Charles L. Gillis, President  
 (Signature)  
 Charles L. Gillis, President  
 (Print or Type Name)

(Seal)  
 June R. Hornick, Asst. Vice Pres.  
 (Signature)  
 June R. Hornick, Asst. Vice Pres.  
 (Print or Type Name)

11/50

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s):

E. J. B. Enterprises, Inc.

Address(es):

2664 Riva Road, Heritage Office Center  
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank

Address: Department: AARUPost Office Box 987, Mailstop 500-270Attention: Lynn Amos

Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☒ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is McComick Properties, Inc. (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A): All leasehold improvements both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

2664 Riva Road, Heritage Office Center  
Annapolis, Maryland 21401

Debtor: E. J. B. Enterprises, Inc.

Secured Party: Maryland National Bank

By: X Emidio Bucci

Type name and title, if any

Emidio Bucci, President

(Seal)

By: Deborah N. Wicker

Type name and title, if any

Deborah N. Wicker, Commercial Services Officer

Mail To:  
Maryland National Bank  
Attn: AARU  
1713 West Street  
Annapolis, Maryland 21403

BOOK 553 PAGE 59

STATE OF MARYLAND

280217

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Patel, Bhailal b. T/A Pioneer Contracting  
Address 1331 Waterbury Road Crownsville, MD 21032

2. SECURED PARTY

Name Baldwin Service Center, Inc.  
Address Defense Hwy. 450 & 178 Annapolis, MD 21401  
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

RECORD FEE 19.00  
ASSIGNEE OF THE SECURED PARTY: .50  
Orix Credit Alliance, Inc.  
P.O. Box 1680 #603460 CTTT R03 T10:17  
500 DiGiulian Blvd. 03/09/90  
Glen Burnie, MD 21061  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Bhailal B. Patel T/A Pioneer Contracting

19/4 Bhailal B. Patel  
(Signature of Debtor)  
BHAILAL B. PATEL, owner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

F. Gregory Baldwin, Pres.  
(Signature of Secured Party)  
F. GREGORY BALDWIN, PRES.  
Type or Print Above Signature on Above Line

## ORIX CREDIT ALLIANCE, INC.

## CONDITIONAL SALE CONTRACT NOTE Bhailal B. Patel T/A

TO: Baldwin Service Center, Inc.

FROM: Pioneer Contracting

Defense Hwy. 450 & 178 Annapolis, MD 21401  
(Address of Seller)1331 Waterbury Road Crownsville, MD 21032  
(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):  
One (1) 1990 International Model 4900  
Dump Truck S/N 1HTSDTVN6LH659935 with  
10' Steel Body

(1) TIME SALES PRICE .....\$ 44,516.40  
(2) Less DOWN PAYMENT In Cash .....\$ 6,540.00  
(3) Less DOWN PAYMENT IN GOODS  
\*(Trade-In Allowance) .....\$ -0-  
(4) CONTRACT PRICE (Time Balance) .....\$ 37,976.40  
Record Owner of Real Estate:

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
1331 Waterburg Road Crownsville Anne Arundel Maryland  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty seven thousand nine hundred seventy six and 40/100\*\*\*\*\* Dollars (\$ 37,976.40) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 2nd day of April, 19 90, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 632.94 and the final installment being in the amount of \$ -0- with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

## TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

## BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: March 1, 19 90Accepted: Baldwin Service Center, Inc. (SEAL)  
(Print Name of Seller Here)

By:

[Signature]  
(Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKER(S):  
Bhailal B. Patel T/A  
Pioneer Contracting

(SEAL)

By: [Signature]  
Co-Buyer-Maker:

(SEAL)

(Print Name of Co-Buyer-Maker Here)

By

## CLERK'S NOTATION

Document submitted for record  
in a condition not permitting  
satisfactory photographic repro-  
duction.

CA-L-2XD(1-75)

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

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**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.**

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date:

19

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature  
of  
Seller

By:

(Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 1, 1990, between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee, and Bhailal B. Patel T/A Pioneer Contracting, 1331 Waterbury Road Crownsville, MD 21032

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and installment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to OCAI; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that OCAI has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that OCAI may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent written agreement between us and OCAI, if any, applicable to the purchase of paper as defined therein, by OCAI from us, are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if OCAI is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 57,978.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this

1st

day of

March

, 19 90

Baldwin Service Center, Inc.

(Seal)

(Seller/Lessor/Mortgagee)

By:

Bhailal B. Patel

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 280278

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Easton Petroleum Co., Inc.

Address 8195 Ritchie Highway, Pasadena, Maryland 21061 21122

## 2. SECURED PARTY

Name Circle Business Credit, Inc.

Address 110 S. Jefferson Plaza

Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

## FIXTURE FILING

SEE ATTACHED SCHEDULE "A"

Sch 2

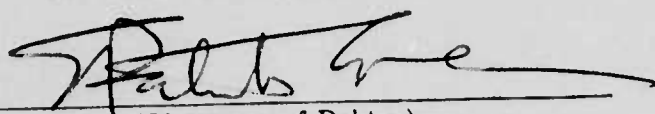
CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX.  
(SECURED PARTY HAS PURCHASED COLLATERAL AND IS THE SELLER OF EQUIPMENT).RECORD FEE 11.00  
POSTAGE .50

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☒ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)8195 Ritchie Highway  
Pasadena, MD 21122

- ☐
- (Proceeds of collateral are also covered)
- 
- ☐
- (Products of collateral are also covered)


  
(Signature of Debtor)

Easton Petroleum Co., Inc.

Type or Print Above Name on Above Line

  
(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

Circle Business Credit, Inc.

Type or Print Above Signature on Above Line

11/5

## (SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated 2/26/91 executed by the undersigned.

Easton Petroleum Co., Inc.  
8195 Ritchie Highway  
Pasadena, Maryland 21061

Sixteen (16) Automatic Nozzels and Swivels  
One (1) #67-8 Interface Connection Box  
One (1) #185-8 Mems V Self-Service Console  
One (1) #180 50' Console Cable  
Five (5) Red Jacket 3/4 HP Submerged Pumps  
Five (5) Red Jacket Leak Detectors  
Five (5) 24" x 24" x 9½" Submerged Pump Manholes  
Five (5) 12" Spill Containment Manholes  
Five (5) 4" Aluminum Overfill Protection Drop Tubes  
Eight (8) 1½" Safety Impact Valves  
Two (2) 4" PVC Observation Wells  
One (1) Two-Way Speaker Horns with Speaker Console  
Two (2) 17 lb. Anodes, Test Station and Wiring  
Two (2) "U" Shaped Island Bumpers  
Eight (8) 1½" x 24" Flex Connectors  
Monitac Fuel Inventory Control System  
Two (2) Fireline Fire Extinguishers Enclosed  
Five (5) SAL 0431-4 Multi-Tap 400 Watt Super Metal Halide Lamps  
Five (5) SSM 16' Poles  
One (1) 24 x 36 Two Column Fashion Texaco Spec Steel Structure Canopy  
Six (6) 400 Watt Super Metal Halide Light Fixtures  
Five (5) 2" x 24" Flex Connectors  
Two (2) Tokheim Model 426 RC TCS 6-Hose Dispensers with Cash Credit Preset and Standard Filters, S/N: 426-051496, 426-051495  
One (1) Tokheim Model 324 RC 4-Hose 2-Product Dispensers with Cash Credit Preset and Standard Filters, S/N: 324-010980

Easton Petroleum Co., Inc.  
(Lessee-Debtor)

BY: X

E. Patrick Cole

TITLE: President

Circle Business Credit, Inc.  
(Lessor-Secured Party)

BY:

TITLE: Region Manager

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Easton Petroleum Co., Inc.  
Address 8195 Ritchie Highway, Pasadena, Maryland 21061 21122

2. SECURED PARTY

Name Circle Business Credit, Inc.  
Address 110 South Jefferson Plaza

Whippany, New Jersey 07981  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEUDLE "A"

Sch 2

Name and address of Assignee  
RECORD FEE 11.00  
POSTAGE 0.50  
#403410 0777 003 710:14  
03/09/90

"CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX.  
(SECURED PARTY HAS PURCHASED COLLATERAL AND IS THE SELLER OF EQUIPMENT.

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)  
☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

Easton Petroleum Co., Inc.  
Type or Print Above Name on Above Line  
E. PATRICK COLE  
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Circle Business Credit, Inc.  
Type or Print Above Signature on Above Line

SUPPLEMENTAL SCHEDULE OF SECURITY

BOOK 553 PAGE 66

(SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated 2/26/91 executed by the undersigned.

Easton Petroleum Co., Inc.  
8195 Ritchie Highway  
Pasadena, Maryland 21061

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One (1) #180 50' Console Cable  
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Five (5) Red Jacket Leak Detectors  
Five (5) 24" x 24" x 9½" Submerged Pump Manholes  
Five (5) 12" Spill Containment Manholes  
Five (5) 4" Aluminum Overfill Protection Drop Tubes  
Eight (8) 1½" Safety Impact Valves  
Two (2) 4" PVC Observation Wells  
One (1) Two-Way Speaker Horns with Speaker Console  
Two (2) 17 lb. Anodes, Test Station and Wiring  
Two (2) "U" Shaped Island Bumpers  
Eight (8) 1½" x 24" Flex Connectors  
Monitac Fuel Inventory Control System  
Two (2) Fireline Fire Extinguishers Enclosed  
Five (5) SAL 0431-4 Multi-Tap 400 Watt Super Metal Halide Lamps  
Five (5) SSM 16' Poles  
One (1) 24 x 36 Two Column Fashion Texaco Spec Steel Structure Canopy  
Six (6) 400 Watt Super Metal Halide Light Fixtures  
Five (5) 2" x 24" Flex Connectors  
Two (2) Tokheim Model 426 RC TCS 6-Hose Dispensers with Cash Credit Preset and Standard Filters, S/N: 426-051496, 426-051495  
One (1) Tokheim Model 324 RC 4-Hose 2-Product Dispensers with Cash Credit Preset and Standard Filters, S/N: 324-010980

Easton Petroleum Co., Inc.  
(Lessee-Debtor)

BY: E. Patrick Cole  
TITLE: President

Circle Business Credit, Inc.  
(Lessor-Secured Party)

BY: Regan Manager  
TITLE: Regan Manager

## FINANCING STATEMENT

280220

1. ☐ To be recorded in the Land Records.
2. ☒ To be recorded among the Financing Statement Records.
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s)	Address(es)
Preston W. Hartman	c/o Hartman, McLean & Schmidt, Inc.
Robert K. Elling	10751 Falls Road, Suite 256
	Lutherville, MD 21093
	2666 Riva Road, Suite 400
	Annapolis, MD 21401

6. Secured Party	Address
Equitable Bank, National Association	
Attention: Terri L. Palilla	100 South Charles Street
Doc. Specialist	Baltimore, MD 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

☒ A. **Inventory.** All of the inventory of each Debtor ~~as described on Schedule A attached hereto~~ together with all cash and non-cash proceeds and products thereof.

☐ B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors

<u>Preston W. Hartman</u> (Seal)	_____ (Seal)
<u>Robert K. Elling</u> (Seal)	_____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.  
COMMERCIAL DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201

SCHEDULE A

BOOK 553 PAGE 68

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and Preston W. Hartman and Robert Elling

COLLATERAL DESCRIPTION:

HAYORTH SYSTEMS

Panel - Basketweave F-7M Birchbark  
Worksurface Laminate - H-62 Grey  
Components & Trim - TR-G Grey

Qty	Description
13	#EPN-2062, 30"x62" Non-Powered Panel
5	#EFP-3062, 30"x62" Powered Panel
10	#EFP-562, 5"x62" Powered Panel
2	#EPN-262, 2"x62" Non-Powered
2	#RKP-5, 5" Powered Retrofit Kit
1	#TMT-62, T-Mount Kit
1	#TFM-6, Power Pole
1	#RKN-3, 3" Retrofit Kit
11	#WS-530, 5"x30" Worksurface
12	#WS-524, 5"x24" Worksurface
5	#FDRV-5, 5' Flipper Door
8	#SR-5, 5' Regular Shelf
8	#HTL-0060, 5' Tasklight
1	#AKP-19, Adjustable Keyboard Pad
9	#MDSN-3, 3" Drawer
9	#MDSN-6, 6" Drawer

Qty	Description
9	#MDSN-12, 12" Drawer
9	#MNB-3, Mobile Base
1	#WS-224, 2"x24" Worksurface
2	#WS-624, 6"x24" Worksurface
22	#FPPC-62, 90° Filler Post
8	#FPPS-62, 180° Filler Post
4	#S210-104, Secretarial Chair, Polypropylene Shell, Hard Casters, Nubby Wool Fabric - Sage
	Installation & Debris Removal Harford Forest Company Installers

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

March 5, 1990

The underlying secured transaction being publicized by this Security Agreement and Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the tax property article of the Annotated Code of Maryland, as amended.

## Debtor:

HALLE DEVELOPMENT, INC.  
a Maryland Subchapter  
S corporation

## Address:

c/o Halle Enterprises, Inc.  
2900 Linden Lane  
Suite 300  
Silver Spring, Maryland 20910  
Attn: Warren E. Halle, President

## Secured Party:

CITICORP REAL ESTATE, INC.,  
a Delaware corporation

Suite 800 Washington Center  
1001 G Street N.W.  
Washington, D.C. 20001

RECORD FEE

POSTAGE

CK

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code of the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Deed of Trust Note of even date herewith up to the principal amount of SEVENTEEN MILLION and NO/100 DOLLARS (\$17,000,000.00) from Debtor, as Maker, payable to Secured Party (the "Note"). The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust and Security Agreement, of even date herewith made by Debtor, as Grantor, to James P. Carroll and Jennifer C. Howell, as Trustees, conveying certain land and premises located in the State of Maryland ("Deed of Trust"), and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that upon the occurrence of an Event of Default under said Note or Deed of Trust (as such term is defined therein) or any other instrument evidencing, governing or securing the aforesaid indebtedness, such Event of Default shall constitute an Event of Default in this Security Agreement entitling

#709510 C055 R02 T12100

03/09/90

H. ERLE SCHAFER

CIRCUIT COURT

2510

Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not, but excluding any equipment owned by Debtor which is used to construct the improvements located or to be located on the Premises and which was not purchased with funds creating indebtedness of Debtor to Secured Party evidenced by the Note;

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises;

(c) All earnings, revenues, rents, issues, profits, avails, and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof;

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof; and

(e) All of Debtor's right, title and interest in, to and under that certain "Seven Oaks Declaration of Covenants" dated June 29, 1987, made by Peter G. Byrnes, Thomas Baldwin, Ernest J. Litty, Jr., William E. Dixon and Philip E. Ratcliffe, Trustees, as the same may have been heretofore amended or supplemented (the "Declaration"), including, without limitation, all of Debtor's right, title and interest, if any, in and to the replacement reserve referred to therein.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds are covered by this Security Agreement and Financing Statement.

6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

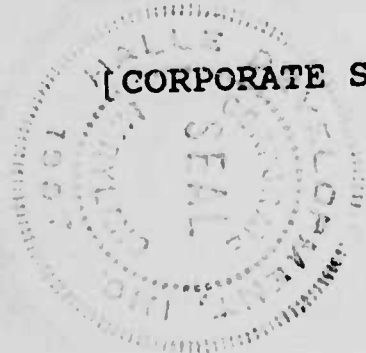
WITNESS/ATTEST:

DEBTOR:

HALLE DEVELOPMENT, INC.,  
a Maryland Subchapter S corporation

Maureen O'Hall  
(Asst.) Secretary

By: Warren E. Halle  
Name: Warren E. Halle  
Title: President



TO THE FILING OFFICER: After this Security Agreement and  
Financing Statement has been recorded, please return the same  
to:

Jones, Day, Reavis &  
Pogue  
1450 G Street, N.W.  
Suite 600  
Washington, D.C.  
20005-2088  
Attn: James P. Carroll,  
Esquire

EXHIBIT A

LEGAL DESCRIPTION

All that parcel of land and improvements thereon located in Anne Arundel County, Maryland and described as Parcel 12, Apartments, Revised Plat One, Seven Oaks, a Resubdivision of Parcel 12, as shown on plats recorded among the Land Records of Anne Arundel County Maryland at Plat Book 120, pages 45 thru 49.

Including that parcel of land referenced as private wetlands and described in a plat recorded among the Land Records of Anne Arundel County, Maryland, Plat Book 11B, page 27.

Including a parcel of land referred to as Reserved Parcel "B" as described on a plat recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 118, folio 27.

As to the whole, consisting of 20.9192 acres of land more or less.

Being a portion of the same property to which title vested in Halle Development, Inc. by deed of 9/10/87 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 4451, Folio 864.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

TO BE RECORDED:

- ☒ Among the Land Records of Anne Arundel County  
☒ Among the Financing Statement Records of Anne Arundel County  
☐ Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Roll No. 533

Page No. 272

Identification No. 274949

Dated: August 19, 1988

1. Debtor:

Belvoir Limited Partnership  
2124 Priest Bridge Drive  
Crofton, Maryland 21114

2. Secured Party:

Maryland National Mortgage Corporation  
7 E. Redwood Street  
Baltimore, MD 21202

3. Maturity Date:

August 18, 1989

RECORD FEE 10.00

POSTAGE .50

4. Check Applicable Statement:

A.Continuation.....[ ]

The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown, is still effective

C.Assignment.....[ X]

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Parties rights under the financing statement bearing the file number, shown above in the following property:

B.Partial Release.....[ ]

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

D.Other:.....[ ]  
(Indicate whether amendment, termination, etc.)

#604170 CTTM R03 T13:13

03/09/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

SECOND NATIONAL FEDERAL SAVINGS BANK  
P.O. BOX 2558  
SALISBURY, MARYLAND 21801  
ATTN: MARION J. MINKER, JR.

10.8

11.50

DEBTOR:

BELVOIR LIMITED PARTNERSHIP,  
a Maryland Limited Partnership  
By: Caruso Homes, Inc.,  
General Partner

By: *Gregory R. Caruso* (SEAL)  
Gregory R. Caruso  
President

SECURED PARTY:

MARYLAND NATIONAL MORTGAGE CORPORATION

By: *David C. Thompson* (SEAL)  
~~Edward J. Murn~~ David C. Thompson  
President

Dated: 2/27/90, 1990

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:  
~~Laurence B. Raber, Esquire~~  
~~Reese and Carney~~  
~~10715 Charter Drive~~  
~~Columbia, MD 21049~~

LBR/dca  
42208/8524

ANNE M. BERG

BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
P. O. BOX 868  
ANNAPOLIS, MD 21404  
5-5/43888

TO BE RECORDED IN THE  
CLERK'S OFFICE OF THE CIRCUIT COURT  
OF ANNE ARUNDEL COUNTY, MARYLAND

AND

TO BE RECORDED IN THE UCC DIVISION  
MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE  
INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE  
DESCRIBED IN EXHIBIT A ATTACHED HERETO

SECURITY AGREEMENT AND FINANCING STATEMENT  
(Uniform Commercial Code - Secured Transactions)

THIS SECURITY AGREEMENT AND FINANCING STATEMENT is presented  
to a filing officer for filing pursuant to the Uniform Commercial  
Code.

DEBTOR

ALBERT E. BROWNE, JR.  
LUCINDA MERRY BROWNE

ADDRESS

3925 Legation Street, N.W.  
Washington, D.C. 20015

SECURED PARTY

CRESTAR BANK N.A.

1445 New York Avenue, N.W.  
Washington, D.C. 20005-2106  
Attention: Stefanie J. Boss

1. Debtor hereby grants to Secured Party a security interest  
in all of the property described in Paragraph 3 hereof, in  
accordance with the Uniform Commercial Code of the State of  
Maryland, as security for the repayment of the indebtedness of  
Debtor to Secured Party in the amount of THREE HUNDRED SEVENTY-FIVE  
THOUSAND AND NO/100 Dollars (\$375,000.00) (hereinafter referred to  
as the "Indebtedness"). The repayment of the Indebtedness is  
secured by a Deed of Trust of even date herewith, from Debtor to  
John A. Moffet, Jr. and Joseph V. Buonassissi, II, Trustees (the  
"Deed of Trust"), recorded or to be recorded among the Land Records  
of Anne Arundel County, Maryland, on Debtor's fee simple estate in  
the land and premises described on Exhibit A attached hereto.

2. The note or notes evidencing the Indebtedness and the Deed  
of Trust are hereby incorporated by reference and made a part  
hereof. Debtor agrees that in the event of any default under the  
note or notes evidencing the Indebtedness and the Deed of Trust,  
default shall constitute a default in this Security Agreement and  
Financing Statement, entitling Secured Party to exercise any and

Not Subject to Recordation Tax.

RECORDED FEE 18.00  
POSTAGE .50  
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03/09/90  
H. LEE SCHAFER  
CLERK OF CIRCUIT COURT

18-8

all rights and remedies with respect to the collateral described in Paragraph 3 hereof, as herein provided or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said note or notes evidencing the Indebtedness and the Deed of Trust, or in any other instrument evidencing or securing the Indebtedness. All such rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. This Security Agreement and Financing Statement covers the following property:

(a) All building materials, fixtures, and equipment delivered to, installed in, affixed to, placed upon, or attached to the land and premises described in Exhibit A attached hereto and including, but not limited to, the following: all buildings, machinery, engines, furnaces, boilers, stokers, pumps, heaters, incinerators, power equipment, laundry equipment, tanks, dynamos, motors, generators, switchboards, conduits, electrical equipment, heating, cooling, ventilating, air conditioning, lighting, incinerating and plumbing apparatus, compressors, elevators, escalators, shades, brackets, electric signs, bulbs, gas and electric equipment, fire prevention and extinguishing apparatus, plumbing fixtures, vacuum cleaning systems, call systems, fuel conveyors, other apparatus, mirrors, ornaments, linoleum and other floor coverings, refrigerating and cooling apparatus and equipment, safes, screens, screen doors, awnings, blinds, refrigerators, ranges and ovens, garbage disposals, dishwashers, mantels, and any and all such property which is at any time hereafter installed in, affixed to, or placed upon the land and premises described in Exhibit A attached hereto, and all replacements thereof, additions thereto, and substitutions therefor.

(b) All rents, issues, income, revenues, profits, accounts, and benefits from, under, and in connection with said real estate or improvements.

(c) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said real estate and the improvements now or hereafter existing thereon by virtue of (i) an exercise of the right of eminent domain by such authority, or right of access to a public way, (ii) any change of grade of any street affecting said real estate or improvements or (iii) any other injury to or decrease in the value of said real estate or improvements.

4. Certain of the types of items of property described in Paragraph 3 above are or may be affixed to or located on the real

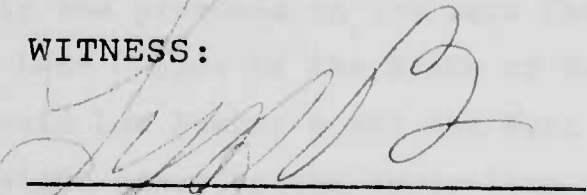
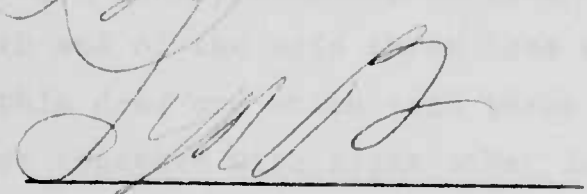
estate situated in Anne Arundel County, Maryland, described in Exhibit A attached hereto and incorporated herein by reference.

5. The products and proceeds of the collateral are also covered.

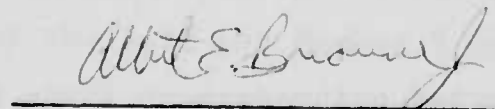
6. As used herein, the term "secured party" shall mean the holder at any particular time of the Note.

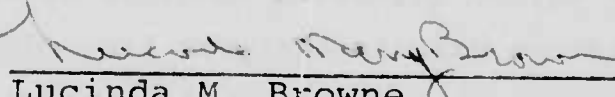
The date of this Security Agreement and Financing Statement is: March 8, 1990

WITNESS:

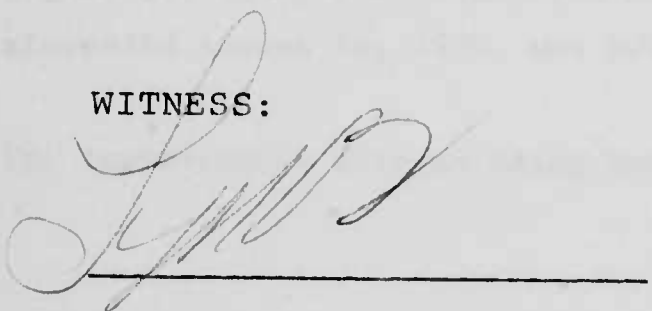
  


DEBTOR:

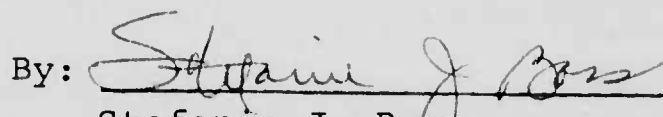
 (SEAL)  
 Albert E. Browne, Jr.

 (SEAL)  
 Lucinda M. Browne

WITNESS:



SECURED PARTY:  
 CRESTAR BANK N.A.

By:  (SEAL)  
 Stefanie J. Boss,  
 Vice President

BEING KNOWN AND DESIGNATED AS Lots Numbered 6 and 7, Block 126, as shown on a Plat of Herald Harbor, Amended Section B, said Plat recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 1, Page 9, and Lot 8, Block 126, as shown on the Plat of Herald Harbor, Section B, said Plat recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 4, Page 16, and the following described parcel: ALL the land facing on the South side of the Severn River (some of it marsh land) as Herald Harbor, Second District of Anne Arundel County, lying between the shore line of the said river and the North end of Lots 6,7 and 8, Block 126, laid down on a map of said Herald Harbor as extended Northerly across the 0.747 acre tract shown on Plat made June 1949 by James D. Hicks - in the matter of the Patent for Ahlgren's Folly and patented to the said Charles D. Ahlgren, September 27, 1950 - as recorded in the Land Office of the State of Maryland in Liber JLB No. 1, folio 4, the West line of said Lot Number 6 and the East line of the said Lot Number 8 extended Northerly in straight lines to the shore line of said river comprehending between them and the said North end of the said three lots and the said river the whole area intended to be conveyed by this deed and which said three lots as so extended Northerly to the waters edge of said river together with eight other lots at the said development were conveyed to the said John S. Strahorn by the said Charles D. Ahlgren and <sup>wife</sup> ~~Willy~~ by their quit claim deed dated August 18, 1950, but which said deed by agreement in writing between said parties aforesaid August 18, 1950, was not recorded until September 29, 1950. *AB in mod*

The improvements thereon being known as 330 South Riverside Drive, Crownsville, Maryland.

Initialled By Grantors for  
Identification Purposes:

AB

LMB

10.00  
EB2411 7855091  
Anne Arundel County  
tot 525.00

553  
81  
Statement of Continuation, Termination  
Assignment, Amendment or Release Under  
Uniform Commercial Code

173407

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to the original Financial Statement, Identifying File Number 277980 recorded in Liber 543, Folio 470 on 07/14/89.

1. DEBTOR(S):

Name(s): Glenn F. Robbins and Giora A. Praff, M.D., P.A.

Address(es): 1404 Crain Highway S., Suite 300, Glen Burnie, Maryland 21061

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 100 South Charles Street

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.  
Commercial Note Department

Check mark below Indicates the type and kind of Statement made hereby.  
(Check only one Box)

3. ☐ CONTINUATION The original Financing Statement referred to above is still effective.

4. ☐ TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ☐ ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appears below in item 8, the Secured Party's rights under the original Financing Statement above referred to as all collateral described therein or such part thereof as is described in item 8 below.

6. ☒ AMENDMENT The original Financing Statement above referred to is amended as set forth in item 8 below. (Signature of Debtor is required.)

7. ☐ RELEASE (Partial or Full) From the Collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in item 8 below.

8.

With the filing of this amended statement recordation tax is being paid on additional debt of \$75,000.00. The Debtor certifies that with the filing of this statement or a duplicate of this statement, the recordation tax on the additional debt has been paid to Circuit Court of Anne Arundel County  
Amend Debtors address as stated on attached Schedule A  
Add the following collateral described on attached Schedule A

9. Debtor:

Glenn F. Robbins and Giora A. Praff, M.D., P.A.

By: X

Glenn F. Robbins, M.D., President

By: X

Giora A. Praff, M.D., Vice President

Secured Party:

EQUITABLE BANK, NATIONAL ASSOCIATION

By: Denise C. Kerley

Denise C. Kerley

Assistant Vice President

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201

RECORD FEE 10.00

RECORD TAX 525.00

POSTAGE .50

#604350 CITY R03 T15:00

03/09/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

10.50

10525.50

SCHEDULE A

This Schedule A is attached to and made a part of a financing statement by and between Equitable Bank, N.A. and Glenn F. Robbins and Giora A. Praff, M.D., P.A.

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SECTION 8 cont.

AMEND DEBTORS ADDRESS TO READ AS FOLLOWS:

1600 Crain Highway, Suite 302  
Glen Burnie, Maryland 21061

ADD THE ADDITIONAL COLLATERAL:

All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

Specific Equipment:

Burdick E310 Serial 13396  
Burdick E310 Serial 13398  
AT & T Merlin Plus Phone System

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th Floor  
BALTIMORE, MARYLAND 21201

280224

BOOK 553 PAGE 83

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Maxwell Communication Corporation Memphis 828 E. Holmes Road Memphis, TN 38116	2. Secured Party(ies) and address(es) Graphics Holding Enterprises, Inc. 866 Third Avenue New York, New York 10022	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 29.00 RECORD TAX 50000.00 RECORD TAX 50000.00
4. This financing statement covers the following types (or items) of property:  See Exhibit A attached hereto, which is made a part hereof  Recordation tax due on \$ <u>19,150,000</u> . Taxable personal property of debtor in Maryland is \$ <u>26,937,000</u> . Total personal property of debtor is \$ <u>147,840,000</u> . Total indebtedness secured is \$ <u>105,100,000</u> .		5. Assignee(s) and Address(es) Quebecor Printing (USA), Inc. 320 Campus Drive Somerset, NJ 07083  #79541A 0777 PA1 115:44 03/09/90 H. ERLE SCHAFER
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: MD Ann Arundel County
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 6		
Maxwell Communication Corporation Memphis Beverly C. Chell VP-Sec'y	Graphics Holding Enterprises, Inc. Beverly C. Chell VP-Sec'y	
By: <u>B C Chell</u> Signature(s) of Debtor(s)	By: <u>B C Chell</u> Signature(s) of Secured Party(ies)	Title
(1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1. (For Use In Most States)	

Exhibit A  
to UCC-1 Financing Statement

1. Debtor: Maxwell Communication Corporation  
Memphis  
828 E. Holmes Road  
Memphis, TN 38116

Previous name(s) or trade name(s) of the debtor  
include: MCC Memphis  
Maxwell Graphics  
Maxwell Graphics Group  
Alco Gravure, Inc.

2. Secured Party: Graphics Holding Enterprises, Inc.  
866 Third Avenue  
New York, NY 10022

3. Assignee: Quebecor Printing (USA), Inc.  
320 Campus Drive  
Somerset, NJ 07083  
Attn.: Vice-President Legal  
Affairs

4. This Financing Statement covers all of the Debtor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter arising or acquired and wherever located (collectively, the "Collateral"):

(a) all rights to payment for goods sold or leased or services rendered, whether or not earned by performance, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper or other evidence of indebtedness or security, together with (i) all security pledged, assigned, hypothecated or granted or held to secure the foregoing, (ii) any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (v) all books, records, ledger cards and invoices relating thereto, (vi) all evidences of the filing of financing

statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties and certificates from filing or other registration officers, (vii) all credit information, reports and memoranda relating thereto and (viii) all other writings related in any way to the foregoing; all other accounts, including, in any event, and without limitation any "account" as such term is defined in the Uniform Commercial Code as in effect in the State of New York (the "UCC") (collectively, "Accounts");

(b) all goods (whether in the possession of the Debtor or of a bailee or other person for sale, storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials or consigned, returned or repossessed goods), including, without limitation, all such goods which are held for sale or lease or are to be furnished (or which have been furnished) under any contract of service or which are raw materials, work in process or materials used or consumed in the Debtor's business, including all inks, dyes, photographic and printing supplies, paper, cardboard and other printing surfaces of whatever type and including all other inventory, including, in any event and without limitation, all "inventory" as defined in the UCC (collectively, "Inventory");

(c) all machinery, all manufacturing, distribution, selling, data processing and office equipment, all computers; all printing and production equipment, including, without limitation, all folders, presses, letter presses, photocopy equipment, engraving equipment, typesetting equipment, offset equipment, binding equipment, stretchers, scanners, coating and drying equipment, stitching equipment, proofers, film recorders, design systems, computers, assembly equipment, color processing and drying equipment and photography equipment; all furniture, furnishings, appliances, trade fixtures, tools, tooling, molds, dies, trucks, motor vehicles; all other equipment, including, in any event, and without limitation, all "equipment" as defined in the UCC (collectively, "Equipment");

(d) all other tangible personal property of whatever nature or description, whether or not similar to any of the foregoing;

(e) all intellectual property including, but not limited to, (i) all United States and foreign patents and all United States and foreign patent applications, and the inventions disclosed and/or claimed in the United States and foreign patents and patent applications including, without limitation, all continuations, continuations-in-part, divisionals, reissues, extensions or renewals therefor ("Patents"); (ii) any contract, written or oral, granting to the Debtor any right to make, have made, use or sell products or processes embodying or incorporating inventions covered by Patents ("Patent License"); (iii) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, service mark applications, logos and other source or business identifiers on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired or filed by the Debtor and the good will associated therewith, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State of the United States or any other country or any political subdivision thereof, and all extensions, amendments or renewals thereof ("Trademarks"); (iv) any contract, written or oral, granting to the Debtor any right to use any Trademark or Trademark registration ("Trademark License"); (v) any registered or unregistered United States or foreign copyright, or works (including computer software and databases) protectable by copyright, and any and all derivative works, modifications and enhancements thereof, which the Debtor owns, creates or acquires as well as any registration or application for registration relating to such copyright made by the Debtor, and all renewals and extensions of any such copyrights, and all rights to make and exploit all derivative works based on or adopted from all works protectable by copyright ("Copyrights"); and (vi) any contract, written or oral, granting to the Debtor any right to use any Copyright ("Copyright License") (other than Patent Licenses, Trademark Licenses and Copyright Licenses with respect which the Debtor is a licensee and which by their terms are not assignable);

(f) all other "general intangibles" as defined in the UCC including, in any event, but not lim-

ited to, all rights, interests, chooses in action, causes of actions, claims and all other intangible property of every kind and nature (other than Accounts and Instruments), including, without limitation, all loans, royalties and other obligations receivable; all inventions, designs, trade secrets, know-how, computer programs, printouts and other computer materials, goodwill, registrations, licenses (other than licenses with respect to which the Debtor is a licensee and which by their terms are not assignable), franchises, customer lists, credit files, correspondence and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements and other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all payments due or made to the Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all credits with and other claims against carriers and shippers; all rights to indemnification; and other proprietary rights of every kind and description; all rights under or in connection with any pledge agreement or security agreement securing any obligation owed to the Debtor; and all other intangible property, whether or not similar to the foregoing (collectively, "General Intangibles");

(g) all notes, drafts, stocks, bonds and debt and equity securities, whether or not certificated, and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same and all other writings which evidence a right to payment for money, including, in any event, and without limitation, all "instruments" as defined in the UCC, and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor, together with all security pledged, assigned, hypothecated, granted or held to secure the foregoing (collectively, "Instruments");

(h) any and all interest rate or currency exchange agreements, including, without limitation, cap, collar, floor, forward or similar agreements or other rate protection arrangements and all other hedging arrangements;

(i) all deposit accounts (general or special) with any bank or other financial institution,

including, without limitation, any deposits or other sums at any time credited or due to the Debtor;

(j) all reversionary interests in pension and profit-sharing plans and reversionary, beneficial and residual interests in trusts;

(k) all money;

(l) all bills of lading, warehouse receipts and other documents of title, including, in any event, and without limitation, all "documents" as defined in the UCC;

(m) all fixtures, including, in any event, and without limitation, all "fixtures" as defined in the UCC; and

(n) all of the issued and outstanding shares of every class of capital stock of each of the Subsidiaries (other than Subsidiaries not created or organized in the United States or any state ("Foreign Subsidiaries")) of Quebec Printing Inc. which are at any time owned by the Debtor (collectively, the "Pledged Stock"); together with (i) all cash dividends payable in respect of the Pledged Stock; (ii) all other additional stock or securities or property paid or distributed by way of dividend in respect of the Pledged Stock; (iii) all other or additional stock or other securities or property paid or distributed in respect of the Pledged Stock by way of stock-split, spin-off, split-up, reclassification, combination of shares or similar rearrangement; and (iv) all other or additional stock or other securities or property which may be paid in respect of the foregoing by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization or other disposition of any of the foregoing; all other dividends, cash, certificates, instruments or other property from time to time received, receivable or otherwise distributed in respect of or in exchange or substitution for any or all of the Pledged Stock; and

(o) any and all books and records relating to any of the property described in this Financing Statement except to the extent such books and records are acquired under a license from a third party which prohibits the granting of a security interest therein;

together, in each instance, with all accessions and additions thereto, substitutions therefor and replacements, proceeds and products thereof.

As used in this Financing Statement the term "Subsidiary" in relation to a person means any corporation of which at least a majority of the outstanding stock having voting power under ordinary circumstances to elect a majority of the board of directors of said corporation, shall at the time be owned by such person or by such person and one or more Subsidiaries of such person or by any one or more Subsidiaries of such person.

280225

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)  Maxwell Graphics 828 E. Holmes Road Memphis, TN 38116	2. Secured Party(ies) and address(es)  Graphics Holding Enterprises, Inc. 866 Third Avenue New York, New York 10022	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 29.00 POSTAGE .50  5. Assignee(s) of Secured Party and Address(es) 03/09/90 Quebecor Printing (USA), Inc. 320 Campus Drive Somerset, NJ 08868 AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property:  See Exhibit A attached hereto, which is made a part hereof  Not subject to recordation tax.		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: MD Ann Arundel County
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 6		
Maxwell Graphics Beverly C. Chell VP-Sec'y	Graphics Holding Enterprises, Inc. Beverly C. Chell VP-Sec'y	
By: <u>B. C. Chell</u> Signature(s) of Debtor(s)	By: <u>B. C. Chell</u> Signature(s) of Secured Party(ies)	Title
(1) Filing Officer Copy-Alphabetical		STANDARD FORM - FORM UCC-1. (For Use In Most States)

Exhibit A  
to UCC-1 Financing Statement

1. Debtor: Maxwell Graphics  
828 E. Holmes Road  
Memphis, TN 38116
2. Secured Party: Graphics Holding Enterprises, Inc.  
866 Third Avenue  
New York, NY 10022
3. Assignee: Quebecor Printing (USA), Inc.  
320 Campus Drive  
Somerset, NJ 07083  
Attn.: Vice-President Legal  
Affairs

4. This Financing Statement covers all of the Debtor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter arising or acquired and wherever located (collectively, the "Collateral"):

(a) all rights to payment for goods sold or leased or services rendered, whether or not earned by performance, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper or other evidence of indebtedness or security, together with (i) all security pledged, assigned, hypothecated or granted or held to secure the foregoing, (ii) any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (v) all books, records, ledger cards and invoices relating thereto, (vi) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties and certificates from filing or other registration officers, (vii) all credit information, reports and memoranda relating thereto and (viii) all other writings related in any way to the foregoing; all other accounts, including,

in any event, and without limitation any "account" as such term is defined in the Uniform Commercial Code as in effect in the State of New York (the "UCC") (collectively, "Accounts");

(b) all goods (whether in the possession of the Debtor or of a bailee or other person for sale, storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials or consigned, returned or repossessed goods), including, without limitation, all such goods which are held for sale or lease or are to be furnished (or which have been furnished) under any contract of service or which are raw materials, work in process or materials used or consumed in the Debtor's business, including all inks, dyes, photographic and printing supplies, paper, cardboard and other printing surfaces of whatever type and including all other inventory, including, in any event and without limitation, all "inventory" as defined in the UCC (collectively, "Inventory");

(c) all machinery, all manufacturing, distribution, selling, data processing and office equipment, all computers; all printing and production equipment, including, without limitation, all folders, presses, letter presses, photocopy equipment, engraving equipment, typesetting equipment, offset equipment, binding equipment, stretchers, scanners, coating and drying equipment, stitching equipment, proofers, film recorders, design systems, computers, assembly equipment, color processing and drying equipment and photography equipment; all furniture, furnishings, appliances, trade fixtures, tools, tooling, molds, dies, trucks, motor vehicles; all other equipment, including, in any event, and without limitation, all "equipment" as defined in the UCC (collectively, "Equipment");

(d) all other tangible personal property of whatever nature or description, whether or not similar to any of the foregoing;

(e) all intellectual property including, but not limited to, (i) all United States and foreign patents and all United States and foreign patent applications, and the inventions disclosed and/or claimed in the United States and foreign patents and patent applications including, without limitation, all continuations, continuations-in-part, divisionals, reissues, extensions or

renewals therefor ("Patents"); (ii) any contract, written or oral, granting to the Debtor any right to make, have made, use or sell products or processes embodying or incorporating inventions covered by Patents ("Patent License"); (iii) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, service mark applications, logos and other source or business identifiers on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired or filed by the Debtor and the good will associated therewith, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State of the United States or any other country or any political subdivision thereof, and all extensions, amendments or renewals thereof ("Trademarks"); (iv) any contract, written or oral, granting to the Debtor any right to use any Trademark or Trademark registration ("Trademark License"); (v) any registered or unregistered United States or foreign copyright, or works (including computer software and databases) protectable by copyright, and any and all derivative works, modifications and enhancements thereof, which the Debtor owns, creates or acquires as well as any registration or application for registration relating to such copyright made by the Debtor, and all renewals and extensions of any such copyrights, and all rights to make and exploit all derivative works based on or adopted from all works protectable by copyright ("Copyrights"); and (vi) any contract, written or oral, granting to the Debtor any right to use any Copyright ("Copyright License") (other than Patent Licenses, Trademark Licenses and Copyright Licenses with respect which the Debtor is a licensee and which by their terms are not assignable);

(f) all other "general intangibles" as defined in the UCC including, in any event, but not limited to, all rights, interests, choses in action, causes of actions, claims and all other intangible property of every kind and nature (other than Accounts and Instruments), including, without limitation, all loans, royalties and other obligations receivable; all inventions, designs, trade secrets, know-how, computer programs, printouts and other computer materials, goodwill, regis-

trations, licenses (other than licenses with respect to which the Debtor is a licensee and which by their terms are not assignable), franchises, customer lists, credit files, correspondence and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements and other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all payments due or made to the Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all credits with and other claims against carriers and shippers; all rights to indemnification; and other proprietary rights of every kind and description; all rights under or in connection with any pledge agreement or security agreement securing any obligation owed to the Debtor; and all other intangible property, whether or not similar to the foregoing (collectively, "General Intangibles");

(g) all notes, drafts, stocks, bonds and debt and equity securities, whether or not certificated, and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same and all other writings which evidence a right to payment for money, including, in any event, and without limitation, all "instruments" as defined in the UCC, and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor, together with all security pledged, assigned, hypothecated, granted or held to secure the foregoing (collectively, "Instruments");

(h) any and all interest rate or currency exchange agreements, including, without limitation, cap, collar, floor, forward or similar agreements or other rate protection arrangements and all other hedging arrangements;

(i) all deposit accounts (general or special) with any bank or other financial institution, including, without limitation, any deposits or other sums at any time credited or due to the Debtor;

(j) all reversionary interests in pension and profit-sharing plans and reversionary, beneficial and residual interests in trusts;

(k) all money;

(l) all bills of lading, warehouse receipts and other documents of title, including, in any event, and without limitation, all "documents" as defined in the UCC;

(m) all fixtures, including, in any event, and without limitation, all "fixtures" as defined in the UCC; and

(n) all of the issued and outstanding shares of every class of capital stock of each of the Subsidiaries (other than Subsidiaries not created or organized in the United States or any state ("Foreign Subsidiaries")) of Quebec Printing Inc. which are at any time owned by the Debtor (collectively, the "Pledged Stock"); together with (i) all cash dividends payable in respect of the Pledged Stock; (ii) all other additional stock or securities or property paid or distributed by way of dividend in respect of the Pledged Stock; (iii) all other or additional stock or other securities or property paid or distributed in respect of the Pledged Stock by way of stock-split, spin-off, split-up, reclassification, combination of shares or similar rearrangement; and (iv) all other or additional stock or other securities or property which may be paid in respect of the foregoing by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization or other disposition of any of the foregoing; all other dividends, cash, certificates, instruments or other property from time to time received, receivable or otherwise distributed in respect of or in exchange or substitution for any or all of the Pledged Stock; and

(o) any and all books and records relating to any of the property described in this Financing Statement except to the extent such books and records are acquired under a license from a third party which prohibits the granting of a security interest therein;

together, in each instance, with all accessions and additions thereto, substitutions therefor and replacements, proceeds and products thereof.

As used in this Financing Statement the term "Subsidiary" in relation to a person means any corporation of which at least a majority of the outstanding stock having voting power under ordinary circumstances to elect a majority of the board of directors of said corporation, shall at the time be owned by such person or by such person and one or more Subsidiaries of such person or by any one or more Subsidiaries of such person.

280226

553 PAGE 37

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Alco Gravure, Inc. 828 E. Holmes Road Memphis, TN 38116	2. Secured Party(ies) and address(es) Graphics Holding Enterprises, Inc. 866 Third Avenue New York, New York 10022	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 29.00 POSTAGE 50 #785-33-0777-001 T15:45 03/09/90 H. ERLE SCHAFER Quebecor Printing (USA), Inc. 320 Campus Drive Somerset, NJ 07083
4. This financing statement covers the following types (or items) of property:  See Exhibit A attached hereto, which is made a part hereof  Not subject to recordation tax.		5. Assignee(s) of Secured Party and Address(es)  Quebecor Printing (USA), Inc. 320 Campus Drive Somerset, NJ 07083
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected: Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 6		Filed with: MD Ann Arundel County
Alco Gravure, Inc. Beverly C. Chell VP-Sec'y		Graphics Holding Enterprises, Inc. Beverly C. Chell VP-Sec'y
By: <u>B. C. Chell</u> Signature(s) of Debtor(s)	Title <u>VP-Sec'y</u> By: <u>B. C. Chell</u> Signature(s) of Secured Party(ies)	Title _____
(1) Filing Officer Copy-Alphabetical		(For Use In Most States)

STANDARD FORM - FORM UCC-1.

Exhibit A  
to UCC-1 Financing Statement

1. Debtor: Alco Gravure, Inc.  
828 E. Holmes Road  
Memphis, TN 38116
2. Secured Party: Graphics Holding Enterprises, Inc.  
866 Third Avenue  
New York, NY 10022
3. Assignee: Quebecor Printing (USA), Inc.  
320 Campus Drive  
Somerset, NJ 07083  
Attn.: Vice-President Legal  
Affairs

4. This Financing Statement covers all of the Debtor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter arising or acquired and wherever located (collectively, the "Collateral"):

(a) all rights to payment for goods sold or leased or services rendered, whether or not earned by performance, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper or other evidence of indebtedness or security, together with (i) all security pledged, assigned, hypothecated or granted or held to secure the foregoing, (ii) any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (v) all books, records, ledger cards and invoices relating thereto, (vi) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties and certificates from filing or other registration officers, (vii) all credit information, reports and memoranda relating thereto and (viii) all other writings related in any way to the foregoing; all other accounts, including,

in any event, and without limitation any "account" as such term is defined in the Uniform Commercial Code as in effect in the State of New York (the "UCC") (collectively, "Accounts");

(b) all goods (whether in the possession of the Debtor or of a bailee or other person for sale, storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials or consigned, returned or repossessed goods), including, without limitation, all such goods which are held for sale or lease or are to be furnished (or which have been furnished) under any contract of service or which are raw materials, work in process or materials used or consumed in the Debtor's business, including all inks, dyes, photographic and printing supplies, paper, cardboard and other printing surfaces of whatever type and including all other inventory, including, in any event and without limitation, all "inventory" as defined in the UCC (collectively, "Inventory");

(c) all machinery, all manufacturing, distribution, selling, data processing and office equipment, all computers; all printing and production equipment, including, without limitation, all folders, presses, letter presses, photocopy equipment, engraving equipment, typesetting equipment, offset equipment, binding equipment, stretchers, scanners, coating and drying equipment, stitching equipment, proofers, film recorders, design systems, computers, assembly equipment, color processing and drying equipment and photography equipment; all furniture, furnishings, appliances, trade fixtures, tools, tooling, molds, dies, trucks, motor vehicles; all other equipment, including, in any event, and without limitation, all "equipment" as defined in the UCC (collectively, "Equipment");

(d) all other tangible personal property of whatever nature or description, whether or not similar to any of the foregoing;

(e) all intellectual property including, but not limited to, (i) all United States and foreign patents and all United States and foreign patent applications, and the inventions disclosed and/or claimed in the United States and foreign patents and patent applications including, without limitation, all continuations, continuations-in-part, divisionals, reissues, extensions or

renewals therefor ("Patents"); (ii) any contract, written or oral, granting to the Debtor any right to make, have made, use or sell products or processes embodying or incorporating inventions covered by Patents ("Patent License"); (iii) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, service mark applications, logos and other source or business identifiers on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired or filed by the Debtor and the good will associated therewith, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State of the United States or any other country or any political subdivision thereof, and all extensions, amendments or renewals thereof ("Trademarks"); (iv) any contract, written or oral, granting to the Debtor any right to use any Trademark or Trademark registration ("Trademark License"); (v) any registered or unregistered United States or foreign copyright, or works (including computer software and databases) protectable by copyright, and any and all derivative works, modifications and enhancements thereof, which the Debtor owns, creates or acquires as well as any registration or application for registration relating to such copyright made by the Debtor, and all renewals and extensions of any such copyrights, and all rights to make and exploit all derivative works based on or adopted from all works protectable by copyright ("Copyrights"); and (vi) any contract, written or oral, granting to the Debtor any right to use any Copyright ("Copyright License") (other than Patent Licenses, Trademark Licenses and Copyright Licenses with respect which the Debtor is a licensee and which by their terms are not assignable);

(f) all other "general intangibles" as defined in the UCC including, in any event, but not limited to, all rights, interests, choses in action, causes of actions, claims and all other intangible property of every kind and nature (other than Accounts and Instruments), including, without limitation, all loans, royalties and other obligations receivable; all inventions, designs, trade secrets, know-how, computer programs, printouts and other computer materials, goodwill, regis-

trations, licenses (other than licenses with respect to which the Debtor is a licensee and which by their terms are not assignable), franchises, customer lists, credit files, correspondence and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements and other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all payments due or made to the Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all credits with and other claims against carriers and shippers; all rights to indemnification; and other proprietary rights of every kind and description; all rights under or in connection with any pledge agreement or security agreement securing any obligation owed to the Debtor; and all other intangible property, whether or not similar to the foregoing (collectively, "General Intangibles");

(g) all notes, drafts, stocks, bonds and debt and equity securities, whether or not certificated, and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same and all other writings which evidence a right to payment for money, including, in any event, and without limitation, all "instruments" as defined in the UCC, and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor, together with all security pledged, assigned, hypothecated, granted or held to secure the foregoing (collectively, "Instruments");

(h) any and all interest rate or currency exchange agreements, including, without limitation, cap, collar, floor, forward or similar agreements or other rate protection arrangements and all other hedging arrangements;

(i) all deposit accounts (general or special) with any bank or other financial institution, including, without limitation, any deposits or other sums at any time credited or due to the Debtor;

(j) all reversionary interests in pension and profit-sharing plans and reversionary, beneficial and residual interests in trusts;

(k) all money;

(l) all bills of lading, warehouse receipts and other documents of title, including, in any event, and without limitation, all "documents" as defined in the UCC;

(m) all fixtures, including, in any event, and without limitation, all "fixtures" as defined in the UCC; and

(n) all of the issued and outstanding shares of every class of capital stock of each of the Subsidiaries (other than Subsidiaries not created or organized in the United States or any state ("Foreign Subsidiaries")) of Quebec Printing Inc. which are at any time owned by the Debtor (collectively, the "Pledged Stock"); together with (i) all cash dividends payable in respect of the Pledged Stock; (ii) all other additional stock or securities or property paid or distributed by way of dividend in respect of the Pledged Stock; (iii) all other or additional stock or other securities or property paid or distributed in respect of the Pledged Stock by way of stock-split, spin-off, split-up, reclassification, combination of shares or similar rearrangement; and (iv) all other or additional stock or other securities or property which may be paid in respect of the foregoing by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization or other disposition of any of the foregoing; all other dividends, cash, certificates, instruments or other property from time to time received, receivable or otherwise distributed in respect of or in exchange or substitution for any or all of the Pledged Stock; and

(o) any and all books and records relating to any of the property described in this Financing Statement except to the extent such books and records are acquired under a license from a third party which prohibits the granting of a security interest therein;

together, in each instance, with all accessions and additions thereto, substitutions therefor and replacements, proceeds and products thereof.

As used in this Financing Statement the term "Subsidiary" in relation to a person means any corporation of which at least a majority of the outstanding stock having voting power under ordinary circumstances to elect a majority of the board of directors of said corporation, shall at the time be owned by such person or by such person and one or more Subsidiaries of such person or by any one or more Subsidiaries of such person.

280227

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) MCC Memphis 828 E. Holmes Road Memphis, TN 38116	2. Secured Party(ies) and address(es) Graphics Holding Enterprises, Inc. 866 Third Avenue New York, New York 10022	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 29.00 POSTAGE .50
4. This financing statement covers the following types (or items) of property:  See Exhibit A attached hereto, which is made a part hereof  Not subject to recordation tax.		5. Assignee(s) <del>of Secured Party</del> and Address(es) 115-45 03/09/90 H. ERNE SCHAFER Quebecor Printing (USA), Inc. 320 Campus Drive Somerset, NJ 07083
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: MD Ann Arundel County
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 6		
MCC Memphis Beverly C. Chell VP-Sec'y	Graphics Holding Enterprises, Inc. Beverly C. Chell VP-Sec'y	
By: <u>Beverly C. Chell</u> Signature(s) of Debtor(s)	By: <u>Beverly C. Chell</u> Signature(s) of Secured Party(ies)	Title
(1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1. (For Use In Most States)	

Exhibit A  
to UCC-1 Financing Statement

1. Debtor: MCC Memphis  
828 E. Holmes Road  
Memphis, TN 38116
2. Secured Party: Graphics Holding Enterprises, Inc.  
866 Third Avenue  
New York, NY 10022
3. Assignee: Quebecor Printing (USA), Inc.  
320 Campus Drive  
Somerset, NJ 07083  
Attn.: Vice-President Legal  
Affairs

4. This Financing Statement covers all of the Debtor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter arising or acquired and wherever located (collectively, the "Collateral"):

(a) all rights to payment for goods sold or leased or services rendered, whether or not earned by performance, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper or other evidence of indebtedness or security, together with (i) all security pledged, assigned, hypothecated or granted or held to secure the foregoing, (ii) any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (v) all books, records, ledger cards and invoices relating thereto, (vi) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties and certificates from filing or other registration officers, (vii) all credit information, reports and memoranda relating thereto and (viii) all other writings related in any way to the foregoing; all other accounts, including,

in any event, and without limitation any "account" as such term is defined in the Uniform Commercial Code as in effect in the State of New York (the "UCC") (collectively, "Accounts");

(b) all goods (whether in the possession of the Debtor or of a bailee or other person for sale, storage, transit, processing, use or otherwise and whether consisting of whole goods, spare parts, components, supplies, materials or consigned, returned or repossessed goods), including, without limitation, all such goods which are held for sale or lease or are to be furnished (or which have been furnished) under any contract of service or which are raw materials, work in process or materials used or consumed in the Debtor's business, including all inks, dyes, photographic and printing supplies, paper, cardboard and other printing surfaces of whatever type and including all other inventory, including, in any event and without limitation, all "inventory" as defined in the UCC (collectively, "Inventory");

(c) all machinery, all manufacturing, distribution, selling, data processing and office equipment, all computers; all printing and production equipment, including, without limitation, all folders, presses, letter presses, photocopy equipment, engraving equipment, typesetting equipment, offset equipment, binding equipment, stretchers, scanners, coating and drying equipment, stitching equipment, proofers, film recorders, design systems, computers, assembly equipment, color processing and drying equipment and photography equipment; all furniture, furnishings, appliances, trade fixtures, tools, tooling, molds, dies, trucks, motor vehicles; all other equipment, including, in any event, and without limitation, all "equipment" as defined in the UCC (collectively, "Equipment");

(d) all other tangible personal property of whatever nature or description, whether or not similar to any of the foregoing;

(e) all intellectual property including, but not limited to, (i) all United States and foreign patents and all United States and foreign patent applications, and the inventions disclosed and/or claimed in the United States and foreign patents and patent applications including, without limitation, all continuations, continuations-in-part, divisionals, reissues, extensions or

renewals therefor ("Patents"); (ii) any contract, written or oral, granting to the Debtor any right to make, have made, use or sell products or processes embodying or incorporating inventions covered by Patents ("Patent License"); (iii) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, service mark applications, logos and other source or business identifiers on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired or filed by the Debtor and the good will associated therewith, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State of the United States or any other country or any political subdivision thereof, and all extensions, amendments or renewals thereof ("Trademarks"); (iv) any contract, written or oral, granting to the Debtor any right to use any Trademark or Trademark registration ("Trademark License"); (v) any registered or unregistered United States or foreign copyright, or works (including computer software and databases) protectable by copyright, and any and all derivative works, modifications and enhancements thereof, which the Debtor owns, creates or acquires as well as any registration or application for registration relating to such copyright made by the Debtor, and all renewals and extensions of any such copyrights, and all rights to make and exploit all derivative works based on or adopted from all works protectable by copyright ("Copyrights"); and (vi) any contract, written or oral, granting to the Debtor any right to use any Copyright ("Copyright License") (other than Patent Licenses, Trademark Licenses and Copyright Licenses with respect which the Debtor is a licensee and which by their terms are not assignable);

(f) all other "general intangibles" as defined in the UCC including, in any event, but not limited to, all rights, interests, chooses in action, causes of actions, claims and all other intangible property of every kind and nature (other than Accounts and Instruments), including, without limitation, all loans, royalties and other obligations receivable; all inventions, designs, trade secrets, know-how, computer programs, printouts and other computer materials, goodwill, regis-

trations, licenses (other than licenses with respect to which the Debtor is a licensee and which by their terms are not assignable), franchises, customer lists, credit files, correspondence and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements and other contracts and contract rights; all interests in partnerships and joint ventures; all tax refunds and tax refund claims; all payments due or made to the Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all credits with and other claims against carriers and shippers; all rights to indemnification; and other proprietary rights of every kind and description; all rights under or in connection with any pledge agreement or security agreement securing any obligation owed to the Debtor; and all other intangible property, whether or not similar to the foregoing (collectively, "General Intangibles");

(g) all notes, drafts, stocks, bonds and debt and equity securities, whether or not certificated, and warrants, options, puts and calls and other rights to acquire or otherwise relating to the same and all other writings which evidence a right to payment for money, including, in any event, and without limitation, all "instruments" as defined in the UCC, and all payments thereunder and instruments and other property from time to time delivered in respect thereof or in exchange therefor, together with all security pledged, assigned, hypothecated, granted or held to secure the foregoing (collectively, "Instruments");

(h) any and all interest rate or currency exchange agreements, including, without limitation, cap, collar, floor, forward or similar agreements or other rate protection arrangements and all other hedging arrangements;

(i) all deposit accounts (general or special) with any bank or other financial institution, including, without limitation, any deposits or other sums at any time credited or due to the Debtor;

(j) all reversionary interests in pension and profit-sharing plans and reversionary, beneficial and residual interests in trusts;

(k) all money;

(l) all bills of lading, warehouse receipts and other documents of title, including, in any event, and without limitation, all "documents" as defined in the UCC;

(m) all fixtures, including, in any event, and without limitation, all "fixtures" as defined in the UCC; and

(n) all of the issued and outstanding shares of every class of capital stock of each of the Subsidiaries (other than Subsidiaries not created or organized in the United States or any state ("Foreign Subsidiaries")) of Quebec Printing Inc. which are at any time owned by the Debtor (collectively, the "Pledged Stock"); together with (i) all cash dividends payable in respect of the Pledged Stock; (ii) all other additional stock or securities or property paid or distributed by way of dividend in respect of the Pledged Stock; (iii) all other or additional stock or other securities or property paid or distributed in respect of the Pledged Stock by way of stock-split, spin-off, split-up, reclassification, combination of shares or similar rearrangement; and (iv) all other or additional stock or other securities or property which may be paid in respect of the foregoing by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization or other disposition of any of the foregoing; all other dividends, cash, certificates, instruments or other property from time to time received, receivable or otherwise distributed in respect of or in exchange or substitution for any or all of the Pledged Stock; and

(o) any and all books and records relating to any of the property described in this Financing Statement except to the extent such books and records are acquired under a license from a third party which prohibits the granting of a security interest therein;

together, in each instance, with all accessions and additions thereto, substitutions therefor and replacements, proceeds and products thereof.

As used in this Financing Statement the term "Subsidiary" in relation to a person means any corporation of which at least a majority of the outstanding stock having voting power under ordinary circumstances to elect a majority of the board of directors of said corporation, shall at the time be owned by such person or by such person and one or more Subsidiaries of such person or by any one or more Subsidiaries of such person.

280209

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☒ Not subject to Recordation Tax  
☐ Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

**DEBTOR**  
Anne Arundel Gastroenterology  
Associates, P.A.  
 (Name)  
171 Defense Highway  
 (Address)  
Annapolis, Maryland 21401

**SECURED PARTY (OR ASSIGNEE)**  
THE FIRST NATIONAL BANK OF MARYLAND  
Attn: Peggy A. Hall  
 (Name of Loan Officer)  
18 West Street  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

A/R ONLY

(1) all of Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Debtor's other assets, specifically including (but not limited to) inventory and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

RECORD FEE 14.00  
 POSTAGE .50

#602980 CITT R03 T09:39

03/09/90

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

**DEBTOR (OR ASSIGNOR)**  
Anne Arundel Gastroenterology (Seal)  
Associates, P.A.  
William A. Cassidy, M.D. (Seal)  
 (Signature)  
 (Print or Type Name)  
Michael N. Peters, M.D.  
John L. Newman, M.D.

**SECURED PARTY (OR ASSIGNEE)**  
Anthony J. Calabrese, M.D. (Seal)  
 (Signature)  
 (Print or Type Name)  
James M. Blake, Jr. M.D.

BN-2404 A-8804

145

CROSS INDEXED IN LAND RECORDS

CROSS INDEXED

CROSS INDEXED

BOOK 553 PAGE 112

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 526

Page No. 152

Identification No. 272627

Dated 4/27/88

1. Debtor(s) { George J. & Peggy L. Acton  
Name or Names—Print or Type  
640 Ridgfield Ct. Glen Burnie (AA Co.) Md 21061  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation .....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release .....<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment .....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: .....<input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

Mail To: Capitol Title Insurance Agency, Inc.  
540 Ritchie Highway, Suite 201  
Severna Park, MD 21146

RECORD FEE 13.00

POSTAGE .50

#795810 CT77 R01 T10-26

03/12/90

CK

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Dated: February 22, 1990

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

13

280228

553 113

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Owner/Debtor:  
L. Thomas Wellons, III  
Diane L. Wellons

Address:  
P.O. Box 280  
Deale, Maryland 20751

2. Secured Party:  
SECOND NATIONAL FEDERAL  
SAVINGS BANK

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: Marion J. Minker, Jr.

3. This Financing Statement covers:

RECORD FEE 18.00

(a) All improvements, buildings, fixtures, building materials, furniture and furnishings and articles hereafter owned by Owner/Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Owner/Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Owner/Debtor.

POSTAGE .50

#794410 0055 R01 113:19

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Owner/Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Owner/Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in

03/12/90

H. ERLE SCHAFER

1200  
/ 8

the preceding paragraph) and any and all awards made to Owner/Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

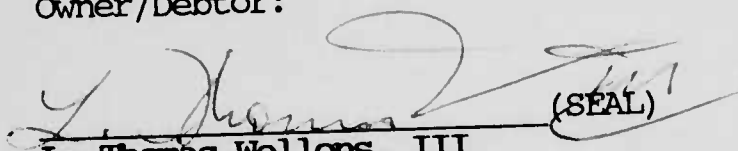
(c) All licenses and/or permits of any kind issued to or on behalf of the Owner/Debtor for use of the Owner/Debtor as is necessary in connection with any development of or business conducted on the property.


4. The aforesaid items covered by this Financing Statement are included as security in the Substituted and Restated Deed of Trust Promissory Note of Owner/Debtor to Secured Party of even date herewith in the amount of \$255,454.11, Deed of Trust in favor of trustees securing Secured Party dated June 26, 1985, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3918, folio 702, assumed by Owner/Debtor pursuant to Assumption and Modification of Deed of Trust Agreement of even date herewith, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, and Loan Agreement between Owner/Debtor and Secured Party of even date herewith, all related to the \$255,455.11 indebtedness of Owner/Debtor to Secured Party.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Owner/Debtor:

 (SEAL)  
L. Thomas Wellons, III

 (SEAL)  
Diane L. Wellons

Dated: 3-9-90

sn:s44208ea.fin

SCHEDULE "A"

553 115

BEING PART of the land of Emma Frances Hines, Liber 3137, folio 211, 7th Election District, Anne Arundel County, Maryland, and being more particularly described as follows:

Beginning at an iron pipe on the south side of the Deale-Churchton Road, Maryland Route #256, at the northwest corner of the land of Harvey E. Gates, Jr., Norman R. Sawyer and Anchor Properties, Inc., Liber 3237, folio 107 and running on a division line between the herein described land and the land of Harvey E. Gates, et al, S 47 deg. 58 min. 51 sec. E, 210.06 ft. to an iron pipe, thence with the centerline of an old County Road (now abandoned) S 72 deg. 53 min. 09 sec. W, 246.20 ft. to an iron pipe, thence S 62 deg. 57 min. 09 sec. W, 233.84 ft. to an iron pipe, thence with the south side of the Deale-Churchton Road (60 ft. wide) N 41 deg. 59 min. 33 sec. E, 429.73 ft. to the point of beginning, containing 40,168.0 square feet or .9221 acres.

As per survey made by W.L. Neekins, Inc. registered land surveyor, dated December 11, 1980.

Subject to and together with the covenants, easements and restrictions of record.

(Examiners Note: The acreage recited in the Title Deed of the Grantor in Liber 3137 at folio 211, recites 1.27 1/2 acres and thereby being an area discrepancy of approximately .3479 acres, more or less, with the description as recited above. This is based upon the survey of W.L. Neekins, Inc. starting on the south side of Deale-Churchton Road, Maryland Route #256, whereas the description as recited in the aforesaid Grantor's Title Deed in Liber 3137 at folio 211 describes the aforesaid line as being in the center line of the State Road, Route #256.)

SAVING AND EXCEPTING THE FOLLOWING TWO PARCELS:

PARCEL 1: Being part of the land of Caredden, Inc., a Maryland Corporation, as described in a deed dated January 20, 1981, from Emma Frances Hines and recorded among the land records of Anne Arundel County, Maryland (7th District) in Liber 3380 at folio 818; and being more particularly described as follows:

BEGINNING at an iron pipe in the southeasterly line of Deale-Churchton Road, Maryland Route 256, sixty (60) feet wide, said iron pipe lying at a corner common to said land of Caredden, Inc. (Liber 330, folio 818) and the land of William S. Hagenau and Mary E. Hagenau, his wife (Liber 3415, folio 690); and thence running with the line of division between said lands of Caredden, Inc. and Hagenau,

1. S 47° 58' 51" E, 210.06 feet to an iron pipe; thence running with the land of Nellie Patten and Doris Mae Gonzales (Liber HSH 2379, folio 245),
2. S 72° 53' 09" W, 17.48 feet; thence running through said land of Caredden, Inc. with a line fifteen (15) feet southwesterly from and parallel to the first line herein,
3. N 47° 58' 51" W, 201.09 feet; thence running with the aforesaid southeasterly line of Deale-Churchton Road,
4. N 41° 59' 33" E, 15.00 feet to the place of beginning,

CONTAINING 3,084 square feet or 0.07079 of an acre of land, more or less, as surveyed by Advanced Surveys, Inc., Registered Professional Land Surveyors, in September, 1984.

PARCEL 2: Being part of the land conveyed from Caredden, Inc., a Maryland Corporation, to Thomas M. Davis and Jacqueline T. Davis, his wife, by deed dated June 26, 1985, as recorded among the Land Records of Anne Arundel County, Maryland in Liber 3918 at folio 699; being more particularly described as follows:

SCHEDULE "A" CONTINUED:

Said strip or parcel of land being 25 feet wide lying southwesterly of and parallel contiguous to a strip or parcel of land conveyed from Caredden, Inc., a Maryland Corporation, to SCA Partnership, a Maryland Partnership, recorded among the aforesaid Land Records in Liber 3799 at folio 809. Said strip or parcel of land also lying southeasterly of Maryland Route 256 (Deale-Churchton Road) and northwesterly of the Doris Gonzales Property as recorded among the aforesaid Land Records in Liber 3714 at folio 690.

CONTAINING approximately 0.11 acres of land, more or less.

The property now being assessed at 0.74131 acres.

553 PAGE 117

280229

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 20,000.00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Marketing & Graphics, Inc.

Address 133 Defense Highway, Suite 210, Annapolis, Maryland 21401

2. SECURED PARTY

Name Mercantile Safe Deposit & Trust Company

Address 2 Hopkins Plaza, 2nd Floor, Baltimore, Maryland 21201

Stephen D. Palmer, Assistant Vice President

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property; (list)

All computers equipment, accessories and peripheral equipment, including but not limited to all central processing units, disk drives, displays, terminals, modeums, and cables, now owned and hereafter acquired, including replacements and proceeds.

RECORD FEE 11.00

RECORD TAX 140.00

POSTAGE .50

#604730 CITY R03 T14:44

03/12/90

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) ERLE SCHAFER  
AA CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

American Marketing & Graphics, Inc.

Mercantile Safe Deposit & Trust Company

Thomas W. Burdette  
(Signature of Debtor)

Thomas W. Burdette, Chairman  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Stephen D. Palmer  
(Signature of Secured Party)

Stephen D. Palmer, Assistant Vice President  
Type or Print Above Signature on Above Line

CC-14-440065

Mercantile Safe Deposit & Trust Co.  
2 Hopkins Plaza  
Commercial Loan Dept., 5th Floor  
Baltimore, Md. 21201  
ATTN: Esther Dalton

11-140-50

PARTIES		FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT — Please read instructions on reverse side of page 4 before completing	
Debtor name (last name first if individual) and mailing address: Longie, Raymond L. C-62 Holiday Mobile Estates Jessup, Md. 20794		Filing No. (stamped by filing officer):  Date, Time, Filing Office (stamped by filing officer):  <b>280230</b>	
1		5	
Debtor name (last name first if individual) and mailing address:		553 PAGE 118	
1a		5	
Debtor name (last name first if individual) and mailing address:		This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box): <input checked="" type="checkbox"/> Secretary of the Commonwealth. <input checked="" type="checkbox"/> Prothonotary of <u>Anne Arundel</u> County. <input type="checkbox"/> real estate records of _____ County.	
1b		6	
Secured Party(ies) name(s) (last name first if individual) and address for security interest information: Tammac Corp. 1140 Route 315 Wilkes Barre, Pa. 18711		Number of Additional Sheets (if any): Optional Special Identification (Max. 10 characters):	
2		7	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information: Bank Atlantic 1901 N.W. 62nd St. Ft. Lauderdale Fla. 33309		8	
2a		COLLATERAL	
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input checked="" type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility.		Identify collateral by item and/or type:  1990 Henderson 60x14 Serial # 3481  RECORD FEE 11.00 POSTAGE .50 #404740 C777 R03 T14:45 03/12/90  NOT SUBJECT TO RECORDATION FEE H. ERLE SCHAFER AA CO. CIRCUIT COURT	
3		9	
SECURED PARTY SIGNATURE(S)  This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) — a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor. b. <input type="checkbox"/> as to which the filing has lapsed. c. already subject to a security interest in another county in Pennsylvania — <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county. d. already subject to a security interest in another jurisdiction — <input type="checkbox"/> when the collateral was moved to Pennsylvania. <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania. e. <input checked="" type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).  Secured Party Signature(s) (required only if box(es) is checked above):  TAMMAC CORPORATION  <u>[Signature]</u>		Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)) — a. <input type="checkbox"/> crops growing or to be grown on — b. <input type="checkbox"/> goods which are or are to become fixtures on — c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on — d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —  the following real estate: Street Address: Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____, for _____ County. Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet. Name of record owner (required only if no Debtor has an interest of record):  9	
4		10	
STANDARD FORM — FORM UCC-1 (12/88) Approved by Secretary of Commonwealth of Pennsylvania		DEBTOR SIGNATURE(S) Debtor Signature(s): 1 X <u>Raymond L. Longie</u> RAYMOND L. LONGIE 1a 1b RETURN RECEIPT TO: <del>Bank Atlantic</del> <del>1901 N.W. 62nd St.</del> <del>Ft. Lauderdale Fla. 33309</del> TAMMAC CORPORATION 1140 ROUTE 315 WILKES-BARRE, PA 18711	
4		11	
4		12	

FILING OFFICE ORIGINAL  
NOTE—This page will not be returned by the Department of State.

## STATE OF MARYLAND

553 119

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258330

RECORDED IN LIBER 489 FOLIO 299 ON 09/05/85 (DATE)

## 1. DEBTOR

Name Annapolis Toyota, Inc. DBA Koons Toyota

Address 1107 West Street, Annapolis, MD 21401

## 2. SECURED PARTY

Name Toyota Motor Credit Corporation

Address 9475 Deereco Road - Suite 200

Timonium, Maryland 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE 50

#797450 0345 R01 T11:34

03/13/90

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENTA. Continuation ☒

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐

(Indicate whether amendment, termination, etc.)

Dated \_\_\_\_\_

TOYOTA MOTOR CREDIT CORPORATION

(Signature of Secured Party)

William Ralston, Branch Manager

Type or Print Above Name on Above Line

GM-1465

RETURN TO:  
HILLMAN, BROWN & DARROW  
22 DUKE OF GLOUCESTER ST.  
ANNAPOLIS, MD. 21401

553 - 120

780231

TO BE RECORDED AMONG THE  
FINANCING RECORDS

THIS TRANSACTION IS SUBJECT  
TO RECORDATION TAXES ON THE  
AMOUNT OF \$224,800.00  
WHICH HAVE BEEN PAID TO THE  
CLERK OF THE CIRCUIT COURT  
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. DEBTOR(S) ANNAPOLIS HOMES, INC.  
131 LEE DRIVE  
ANNAPOLIS, MARYLAND 21403
2. SECURED PARTY KEY FEDERAL SAVINGS BANK  
7F GWYNNS MILL COURT  
OWINGS MILLS, MARYLAND 21117

3. This Financing Statement covers the following types of  
property: See Exhibit "A" attached hereto and made a part  
hereof.

4. If the above personal property is to be affixed to real  
property, describe real property: See Exhibit "B" attached  
hereto and made a part hereof.

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

ANNAPOLIS HOMES, INC.

  
STEPHEN W. SPELL, President

RECORD FEE 11.00

POSTAGE CK .50

#797610 C345 R01 T11:35

03/13/90

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;  
RETURN TO: Hillman, Brown & Darrow  
HILLMAN, BROWN & DARROW  
22 DUKE OF GLOUCESTER ST.  
ANNAPOLIS, MD. 21401  
D&H #5750

RETURN TO: Dackman  
HILLMAN, BROWN & DARROW  
22 DUKE OF GLOUCESTER ST.  
ANNAPOLIS, MD. 21401

RETURN TO:  
HILLMAN, BROWN & DARROW  
221 DUKE OF GLOUCESTER ST.  
ANNAPOLIS, MD. 21401

11.50

EXHIBIT "A"

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, not or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinest, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interest and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel(s) of land (and the improvments now or hereafter existing thereon) situated in ANNIE ARUNDEL COUNTY, Maryland, which said parcel(s) are more fully described:

EXHIBIT "B"

LOT 57, in block A, Section 1, Plat of Hillsmere Estates, recorded among the Plat Records of Anne Arundel County in Plat Book 23 folio 14.

WP/FINSTAT

RETURN TO:  
HILLMAN, BROWN & DARROW  
221 DUKE OF GLOUCESTER ST  
ANNAPOLIS, MD. 21401

7

TO BE RECORDED:

280232

- \_\_\_\_ Among the Land Records of Anne Arundel County
- X \_\_\_\_ Among the Financing Statement Records of Anne Arundel County
- \_\_\_\_ Among the Records of the State Department of Assessments and Taxation of Maryland

Subject to Recordation Tax imposed pursuant to Title 12 of the Tax-Property Article of the Annotated Code of Maryland. The appropriate amount of documentary stamps, if any, are or will be affixed to an Amended and Restated Deed of Trust and Security Agreement with Assignment of Leases recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same loan.

FINANCING STATEMENT

1. Debtors: Address:
 

THE ANNAPOLIS YACHT CLUB, INC. P.O. Box 908  
2 Compromise Street  
Annapolis, Maryland 21404-0908 21.00  
Attn: Harry H. Keith, Commodore POSTAGE 50  
#799110 0345 001 115:11

SPA CREEK MARINA, INC. Address: 03/13/90  
ATTN: Richard D. London, Esquire  
Max & London, P.A. H. EMLE SCHAFER  
8701 Georgia Avenue, Suite 200  
Silver Spring, Maryland 20910-3714 CIRCUIT COURT
2. Secured Party: Address:
 

DELTA FINANCIAL CORPORATION, INC. 2024 West Street  
Annapolis, Maryland 21401  
Attn: Thomas Mateya

3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all materials now or hereafter owned by the Debtor intended for construction, reconstruction, alterations and repairs of any improvements now or hereafter erected upon the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all equipment, machinery, apparatus, fixtures and articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with the Premises, including, but not limited to, all tow motors, fuel

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pumps, pilings, piers, docks, boats fire fighting equipment, life saving equipment, motors, elevators, fittings, radiators, gas ranges, iceboxes, mechanical refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles of substitution therefor, whether or not the same are or shall be attached to said improvements in any manner; and

(b) All of the Debtor's right, title and interest in and to all leases and all agreements for use or occupancy of any portion of the Premises executed by the Debtor as landlord, together with all of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

4. The aforesaid items are included as security in a certain Amended and Restated Deed of Trust and Security Agreement with Assignment of Leases, dated March 9, 1990, given by the Debtor to Douglas A. Parran and Lorrie A. Nutile, trustees, and recorded,

jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

5. Proceeds of collateral are covered by this Financing Statement.

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Amended and Restated Deed of Trust and Security Agreement with Assignment of Leases, hereinabove referenced.

DEBTORS:

THE ANNAPOLIS YACHT CLUB, INC.

by: W. H. Keelt (SEAL)  
title: Commander

SPA CREEK MARINA, INC.

by: W. P. Hume, Jr. (SEAL)  
title: PRES

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Gerald F. Doherty  
Frank, Bernstein, Conaway & Goldman  
210 W. Pennsylvania Avenue  
Suite 630  
Baltimore, Maryland 21202

GFD-FS.02  
03/6/90  
28175-023

SCHEDULE A - LEGAL DESCRIPTION  
SPA CREEK MARINA PROPERTY

All of that lot, piece or parcel of ground situate, lying and being in the sixth assessment district of Anne Arundel County, in the City of Annapolis, in the State of Maryland, and more particularly described according to a plat and survey thereof made by C. D. Meekins and Associates, Inc. Consulting Engineers and Surveyors as prepared December, 1984 and January, 1985 and updated February 6, 1990.

Beginning for the same in the northwesternmost side of Severn Avenue at a point which marks the beginning of Parcel No. 1 as described in that conveyance from 508-510 Severn Avenue Limited Partnership, by Roger A. Perkins, Receiver, to Spa Creek Marina, Inc. by Deed dated the 9th day of February, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3695, page 546. Thence from the point of beginning so fixed and binding of the northwesternmost side of said Severn Avenue and binding on the Southeasternmost boundary of Parcel No. 1 and Parcel No. 2 described in said conveyance to Spa Creek Marina, Inc. as now surveyed and with all bearings referred to the City of Annapolis grid

(1) South 52 12' 36" West, 129.48 ft.; thence leaving said Severn Avenue and binding on the Southwesternmost boundary of said Parcel No. 2 as now surveyed and with meridian corrected as aforesaid

(2) North 37 46' 52" West, 149.91 ft. to a point in the first or South 60 16' West, 84.32 ft. line described in that conveyance from Arnold C. Gay to Annapolis Yacht Sales and Services, Inc., by Deed dated the 30th day of October, 1974 and recorded among the Land Records of Anne Arundel County in Liber 2716, page 239; thence leaving said Parcel No. 2 and binding on part of the outlines described in said conveyance from Gay, as now surveyed and with meridian corrected as aforesaid, the following three bearings and distances:

(3) South 52 24' 26" West, 43.44 ft.; thence

(4) North 25 28' 34" West, 88.37 ft.; thence

(5) South 53 47' 20" West, 60.03 ft. to intersect the Northeasternmost Right of Way line of Sixth Street as shown on the State Highway Commission (formerly State Roads Commission) of Maryland Plat No. 5060; thence binding on said Northeasternmost Right of Way line along a regular curve deflecting to the right, having a radius of 851.47 ft., and a chord North 14 53' 01" West, 225.34 ft., a distance

(6) 226.00 ft.; thence still binding on said Right of Way line, with meridian corrected as aforesaid

(7) North 07 16' 47" West, 16.21 ft. to the water's edge of Spa Creek thence leaving said Right of Way line and still binding on part of the outlines described in said conveyance from Gay, as now surveyed and with meridian corrected as aforesaid and binding on the water's edge of Spa Creek the following four bearing and distances:

(8) North 60 35' 26" East; 29.51 ft.; thence

(9) North 06 15' 34" West; 40.53 ft.; thence

(10) South 75 21' 34" East, 192.23 ft.; thence

(11) North 52 37' 26" East, 24.27 ft. to intersect the Southwesternmost side of Fifth Street; thence leaving said Spa Creek and still binding on part of the outline described in said conveyance from Gay, as now surveyed and with meridian corrected aforesaid, and binding on the Southwesternmost side of said Fifth Street

(12) South 37 29' 34" East, 140.02 ft.; thence leaving said Fifth Street and still binding on part of the outline described in said conveyance from Gay, as now surveyed and with meridian corrected as aforesaid

(13) South 52 30' 26" West, 73.03 ft.; thence leaving said conveyance from Gay and binding on the Northeasternmost boundary of the aforementioned Parcel No. 1, as now surveyed and with meridian corrected as aforesaid

(14) South 37 47' 24" East, 197.65 ft. to the point of beginning. Containing 83,153 square feet of land more or less within the bounds of this description.

Being and intended to be all of those two parcels of land described in that conveyance from 508-510 Severn Avenue Limited Partnership, by Roger A. Perkins, Receiver, to Spa Creek Marina, Inc., by deed dated the 9th day of February, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3695, page 546.

Together with being and intended to be all of the parcel or land described in that conveyance from Arnold C. Gay to Annapolis Yacht Sales and Service, Inc., by deed dated the 30th day of October 1974 and recorded among the Land Records of Anne Arundel County in Liber 2716, page 239, the said Annapolis Yacht Sales and Service, Inc. having changed its name to Spa Creek Marina, Inc., by Articles of Amendment received and approved for record by the State Department of Assessment and Taxation of Maryland on July 6, 1983.

TO BE RECORDED:

- \_\_\_\_ Among the Land Records of Anne Arundel County
- X \_\_\_\_ Among the Financing Statement Records of Anne Arundel County
- \_\_\_\_ Among the Records of the State Department of Assessments and Taxation of Maryland

Subject to Recordation Tax imposed pursuant to Title 12 of the Tax-Property Article of the Annotated Code of Maryland. The appropriate amount of documentary stamps, if any, are or will be affixed to an Amended and Restated Deed of Trust and Security Agreement with Assignment of Leases recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same loan.

FINANCING STATEMENT

1. Debtors:

THE ANNAPOLIS YACHT CLUB, INC.

Address:

P.O. Box 908  
2 Compromise Street  
Annapolis, Maryland 21404-0908  
Attn: Harry H. Keith, Commodore

RECORD FEE 21.00  
POSTAGE .50  
#798090 C345 R01 T15110  
03/13/90

SPA CREEK MARINA, INC.

Address:

ATTN: Richard D. London, Esq.  
Max & London, P.A.  
8701 Georgia Avenue, Suite 200  
Silver Spring, Maryland 20910-3714

2. Secured Party:

FIRST ANNAPOLIS SAVINGS BANK, FSB

Address:

Attn: T. Gordon Shannonhouse  
2024 West Street  
Annapolis, Maryland 21401

3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all materials now or hereafter owned by the Debtor intended for construction, reconstruction, alterations and repairs of any improvements now or hereafter erected upon the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all equipment, machinery, apparatus, fixtures and articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with the Premises, including, but not limited to, all tow motors, fuel pumps, pilings, piers, docks, boats fire fighting equipment, life saving equipment, motors, elevators, fittings, radiators, gas

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ranges, iceboxes, mechanical refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles of substitution therefor, whether or not the same are or shall be attached to said improvements in any manner; and

(b) All of the Debtor's right, title and interest in and to all leases and all agreements for use or occupancy of any portion of the Premises executed by the Debtor as landlord, together with all of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

4. The aforesaid items are included as security in a certain Amended and Restated Deed of Trust and Security Agreement with Assignment of Leases, dated March 9<sup>th</sup>, 1990, given by the Debtor to Christine C. Kennison and Stephen E. Marohl, trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

5. Proceeds of collateral are covered by this Financing Statement.

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Amended and Restated Deed of Trust and Security Agreement with Assignment of Leases, hereinabove referenced.

DEBTORS:

THE ANNAPOLIS YACHT CLUB, INC.

by: *W. H. Velt* (SEAL)  
title: *Commodore*

SPA CREEK MARINA, INC.

by: *[Signature]* (SEAL)  
title: *PRES*

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Gerald F. Doherty  
Frank, Bernstein, Conaway & Goldman  
210 W. Pennsylvania Avenue  
Suite 630  
Baltimore, Maryland 21202

GFD-FS.01  
02/22/90  
28175-023

SCHEDULE A - LEGAL DESCRIPTION    553    PAGE 130  
SPA CREEK MARINA PROPERTY

All of that lot, piece or parcel of ground situate, lying and being in the sixth assessment district of Anne Arundel County, in the City of Annapolis, in the State of Maryland, and more particularly described according to a plat and survey thereof made by C. D. Meekins and Associates, Inc. Consulting Engineers and Surveyors as prepared December, 1984 and January, 1985 and updated February 6, 1990.

Beginning for the same in the northwesternmost side of Severn Avenue at a point which marks the beginning of Parcel No. 1 as described in that conveyance from 508-510 Severn Avenue Limited Partnership, by Roger A. Perkins, Receiver, to Spa Creek Marina, Inc. by Deed dated the 9th day of February, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3695, page 546. Thence from the point of beginning so fixed and binding of the northwesternmost side of said Severn Avenue and binding on the Southeastermost boundary of Parcel No. 1 and Parcel No. 2 described in said conveyance to Spa Creek Marina, Inc. as now surveyed and with all bearings referred to the City of Annapolis grid

(1) South 52 12' 36" West, 129.48 ft.; thence leaving said Severn Avenue and binding on the Southwesternmost boundary of said Parcel No. 2 as now surveyed and with meridian corrected as aforesaid

(2) North 37 46' 52" West, 149.91 ft. to a point in the first or South 60 16' West, 84.32 ft. line described in that conveyance from Arnold C. Gay to Annapolis Yacht Sales and Services, Inc., by Deed dated the 30th day of October, 1974 and recorded among the Land Records of Anne Arundel County in Liber 2716, page 239; thence leaving said Parcel No. 2 and binding on part of the outlines described in said conveyance from Gay, as now surveyed and with meridian corrected as aforesaid, the following three bearings and distances:

(3) South 52 24' 26" West, 43.44 ft.; thence

(4) North 25 28' 34" West, 88.37 ft.; thence

(5) South 53 47' 20" West, 60.03 ft. to intersect the Northeasternmost Right of Way line of Sixth Street as shown on the State Highway Commission (formerly State Roads Commission) of Maryland Plat No. 5060; thence binding on said Northeasternmost Right of Way line along a regular curve deflecting to the right, having a radius of 851.47 ft., and a chord North 14 53' 01" West, 225.34 ft., a distance

(6) 226.00 ft.; thence still binding on said Right of Way line, with meridian corrected as aforesaid

- (7) North 07 16' 47" West, 16.21 ft. to the water's edge of Spa Creek thence leaving said Right of Way line and still binding on part of the outlines described in said conveyance from Gay, as now surveyed and with meridian corrected as aforesaid and binding on the water's edge of Spa Creek the following four bearing and distances:
- (8) North 60 35' 26" East; 29.51 ft.; thence
- (9) North 06 15' 34" West; 40.53 ft.; thence
- (10) South 75 21' 34" East, 192.23 ft.; thence
- (11) North 52 37' 26" East, 24.27 ft. to intersect the Southwesternmost side of Fifth Street; thence leaving said Spa Creek and still binding on part of the outline described in said conveyance from Gay, as now surveyed and with meridian corrected as aforesaid, and binding on the Southwesternmost side of said Fifth Street
- (12) South 37 29' 34" East, 140.02 ft.; thence leaving said Fifth Street and still binding on part of the outline described in said conveyance from Gay, as now surveyed and with meridian corrected as aforesaid
- (13) South 52 30' 26" West, 73.03 ft.; thence leaving said conveyance from Gay and binding on the Northeasternmost boundary of the aforementioned Parcel No. 1, as now surveyed and with meridian corrected as aforesaid
- (14) South 37 47' 24" East, 197.65 ft. to the point of beginning. Containing 83,153 square feet of land more or less within the bounds of this description.

Being and intended to be all of those two parcels of land described in that conveyance from 508-510 Severn Avenue Limited Partnership, by Roger A. Perkins, Receiver, to Spa Creek Marina, Inc., by deed dated the 9th day of February, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3695, page 546.

Together with being and intended to be all of the parcel or land described in that conveyance from Arnold C. Gay to Annapolis Yacht Sales and Service, Inc., by deed dated the 30th day of October 1974 and recorded among the Land Records of Anne Arundel County in Liber 2716, page 239, the said Annapolis Yacht Sales and Service, Inc. having changed its name to Spa Creek Marina, Inc., by Articles of Amendment received and approved for record by the State Department of Assessment and Taxation of Maryland on July 6, 1983.

[REDACTED]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

280234

BOOK 553 PAGE 132

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

Shoreland Distributors, Inc.  
125 So. Second St.  
Bayshore, NY 11706

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

Shoreline Products, Inc.  
P.O. Box 848  
Arlington, TX 76004-0848

4. Assignee Name and Mailing Address:

The Citizens and Southern National Bank  
2059 Northlake Parkway  
5 Northeast North  
Tucker, GA 30084

5. This Financing Statement covers the following types (or items) of property.  
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

See Exhibit "A"

The above described accounts have been assigned by Shoreland Distributors, Inc. to Shoreline Products, Inc.

NOT SUBJECT TO RECORDATION TAX - PURCHASE-MONEY SECURITY AGREEMENT

RECORD FEE 11.00

POSTAGE .50

#798250 0777 R01 T14 00

03/13/90

RETURN TO:

LEXIS® DOCUMENT SERVICES  
P.O. Box 2380  
Springfield, Illinois 62703

H. ERLE SCHAFER

44th CIRCUIT COURT

3061 LK  
(235719)

☒ Proceeds of collateral are also covered.

Check only if applicable ☒ Products of collateral are also covered.

☐ This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented \_\_\_\_\_

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- ☐ already subject to a financing statement filed in another county, or
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
- ☐ as to which the filing has lapsed, or
- ☐ acquired after a change of name, identity or corporate structure of the debtor.

Shoreland Distributors, Inc.

Shoreline Products, Inc.

Use whichever signature line is applicable

By

Signature(s) of Debtor(s)

Pres.

By

Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—THE ODEE COMPANY, P.O. BOX 550488, DALLAS, TEXAS 75355

(1) Filing Officer Copy—Numerical

1152  
STANDARD FORM—FORM UCC-1 (Rev. 8/1/87) • 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

EXHIBIT "A"

CUSTOMER	INVOICE NO.	DATE	AMOUNT
Basset Boat Company	23860	11/28/89	\$ 5,983.00
	23861	11/28/89	22,503.00
	23862	11/28/89	4,554.00
	23863	11/28/89	4,554.00
	23864	11/28/89	4,554.00
	23865	11/28/89	5,454.00
	23866	11/28/89	5,454.00
	23867	11/28/89	5,454.00
	23868	11/28/89	6,210.00
	23869	11/28/89	7,410.00
	23870	11/28/89	8,380.00
	23871	11/28/89	7,840.00
	23872	11/28/89	9,655.00
CUSTOMER TOTALS			\$ 98,005.00
Harrisburg Seaplane Base	8644	11/27/89	\$ 3,444.00
	8645	11/27/89	3,444.00
	8646	11/27/89	3,444.00
	8647	11/27/89	7,381.00
	8648	11/27/89	7,381.00
	8649	11/27/89	2,870.00
CUSTOMER TOTALS			\$ 27,964.00
Hudson's Outboard Motor	23614	10/09/89	\$ 12,950.00
	23615	10/09/89	4,389.00
	23616	10/09/89	1,810.00
	23879	11/29/89	9,221.40
CUSTOMER TOTALS			\$ 28,370.40
Monahan's Marine	23603	10/06/89	\$ 5,698.00
	23627	11/11/89	3,539.00
	23766	10/31/89	3,688.85
CUSTOMER TOTALS			\$ 12,925.85
Newburg Marine Sales	8581	10/24/89	\$ 6,916.00
	8627	11/08/89	5,821.00
CUSTOMER TOTALS			\$ 12,737.00
TOTAL			\$180,002.25

## FINANCING STATEMENT FORM UCC-1

Identifying File No. ~~280235~~

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~LESSOR~~

Lessee:

MASTERCLEAN CORPORATION

Name

Address 647 Bay Green Drive, Arnold, MD 21017

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

2. SECURED PARTY

Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00  
#000550 0777 R03 T09:39  
03/14/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Hotsy Pressure Washer #1040

SERIAL # H15323/1089

Name and address of Assignee  
FIRST NATIONAL BANK OF MARYLAND  
BANC 101-503  
P.O. Box 1596  
Baltimore, MD 21203CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Miles L. Anthony -- President

MASTERCLEAN CORPORATION

Type or Print Above Signature on Above Line

Sandy Haggerty Asst. Secy.

(Signature of Secured Party)

Century Equipment Leasing Corporation

Type or Print Above Signature on Above Line

BOOK 553 PAGE 135

280236

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name and Mailing Address:  
(Do not abbreviate)

Bruce Carpet Service  
3215 Blackwalnut Dr  
Annapolis, MD 21403

2. Secured Party(ies) Name and Address:

Receivable Funding Corp Ill  
One East Erie Street  
Chicago, Illinois 60611

3. (For Filing Officer Only)

File Number

Time

Date

County, Georgia

Office of Clerk, Superior Court

4. Assignee of Secured Party(ies), if any, Name and Address:

6. This Financing Statement covers the following types (or items) of property (NOTE: If collateral is crops, fixtures, minerals or the like, complete Item 5, proceeds derived from cash proceeds must be specifically described below)

All now owned and hereafter acquired  
accounts, contract rights, chattel paper  
and general intangibles of the Debtor.  
This obligation is not subject to a  
maturity date. *NOT SUBJECT TO RECORDATION TAX -*

☐ Check if products of the collateral are also covered. *Notice purposes only*

5. If an applicable box is checked below, this financing statement is to be indexed in the real estate records as described in Item 6a:

- ☐ The crops listed herein are growing or to be grown on the real estate described herein
- ☐ The goods listed herein are or are to become fixtures on the real estate described herein
- ☐ The minerals or the like listed herein (including oil and gas) or accounts will be financed by the wellhead or minehead of the well or mine located on the real estate described herein

The record owner or lessee of the real estate is

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

6a. Describe real estate applicable to Item 5, if any

7. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral (check where applicable, otherwise Debtor is required to sign and Secured Party is not required to sign)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this State or when the debtor's location was changed to this State, or
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
- ☐ as to which the filing has lapsed, or
- ☐ acquired after a change of name, identity or corporate structure of debtor.

IMPORTANT - COMPLETE THIS BOX

Maturity Date

If none state so

Bruce Carpet Service

Receivable Funding Corp Ill

(Use whichever signature line is applicable)

B

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

FILING OFFICER COPY

Anne Amundel CO.

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER

Anne Arundel County

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

## FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name &amp; mailing address of all debtors, trade styles, etc. No other name will be indexed.

Centex Construction Company, Inc.  
2947 Gallows Road  
Falls Church, VA 22042

Check the box indicating the kind of statement. Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT  
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE  
☐ AMENDMENT  
☐ ASSIGNMENT  
☐ PARTIAL RELEASE OF COLLATERAL  
☐ TERMINATION

Name &amp; address of Secured Party

Capital Equipment Company, Incorporated  
1345 Mountain Rd.  
Glen Allen VA 23060

Name &amp; address of Assignee

Associates Leasing, Inc.  
4191 Innslake Drive #118  
Glen Allen, VA 23060

RECORD FEE 11.00

POSTAGE .50

#606490 C777 R03 T09:37  
03/14/90

Date of maturity if less than five years

Check if proceeds of collateral are covered (X) W. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Description of collateral covered by original financing statement

One Link-Belt Model HSP-8050 Hydraulic Rough Terrain Crane SN/ 5310-271 with 110' main boom, 33' swingaway fly section, headache ball, free fall on main winch. Complete with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

EXEMPT RECORDATION TAX - CONDITIONAL SALE CONTRACT

Describe Real Estate if applicable:

Centex Construction Company, Inc.

Signature of Debtor if applicable (Date)

William J. Brattain, Senior Vice President

Capital Equipment Company, Incorporated

Signature of Secured Party if applicable (Date)

Robert Hileman, President

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (x) YES ( ) NAME OF RECORD OWNER

Anne Arundel County

## STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

## FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name &amp; mailing address of all debtors, trade styles, etc. No other name will be indexed.

Centex Construction Company, Inc.  
2947 Gallows Road  
Falls Church, VA 22042

Check the box indicating the kind of statement. Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT  
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE  
☐ AMENDMENT  
☐ ASSIGNMENT  
☐ PARTIAL RELEASE OF COLLATERAL  
☐ TERMINATION

Name &amp; address of Secured Party

Capital Equipment Company, Incorporated  
1345 Mountain Rd.  
Glen Allen VA 23060

Name &amp; address of Assignee

Associates Leasing, Inc.  
4191 Innslake Drive #118  
Glen Allen, VA 23060

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

RECORD FEE 11.00

POSTAGE .50

#684500 0777 103 109:37

Description of collateral covered by original financing statement

One Link-Belt Model HSP-8035S Hydraulic Rough Terrain Crane SN/ 5810-298 with 101' main boom, 29' swingaway fly section, block and ball, auxiliary winch, COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS, AND ALL PROCEEDS THEREOF.

H. ERLE SCHAFER

JAN 14, 1990 CIRCUIT COURT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

EXEMPT RECORDATION TAX - CONDITIONAL SALE CONTRACT

Describe Real Estate if applicable:

Centex Construction Company, Inc.

Capital Equipment Company, Incorporated

Signature of Debtor if applicable (Date)

William J. Brattain, Senior Vice President

Signature of Secured Party if applicable (Date)

Robert Hileman, President

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) LISTMAN, CHARLES K 701 C STREET PASADENA, MD 21122	2 Secured Party(ies) and address(es) THE LINCOLN ELECTRIC CO 22801 ST. CLAIR AVE CLEVELAND, OH 44117-1199	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE <b>CK</b> 10.00 #606470 0777 R03 T07:35 03/14/90
This statement refers to original Financing Statement No. 534 541 Dated: 11/25/88		
A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:
D. Other <input checked="" type="checkbox"/> <b>TERMINATION</b> H. ERLE-SCHAFER AA CO. DISTRICT COURT		

This instrument prepared by THE LINCOLN ELECTRIC CO

By: \_\_\_\_\_ THE LINCOLN ELECTRIC CO  
Signature(s) of Debtor(s)  
Dated: 10 00 KJANUARY 9, 19 90 By: *Richard J. Jirassamee* CREDIT MGR  
(Signature of Secured Party)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3  
Approved by The Secretary of State

Filing Officer Copy — Alphabetical

The Ohio Legal Blank Co., Cleveland  
Publishers and Dealers Since 1883

BOOK 553 PAGE 139

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258381

RECORDED IN LIBER 489 FOLIO 380 ON September 10, 1985 (DATE)

## 1. DEBTOR

Name Annmarc, Inc.  
Address 222 Severn Avenue, Annapolis, Maryland 21403

## 2. SECURED PARTY

Name The First National Bank of Maryland  
Address 25 South Charles Street, Baltimore, Maryland 21201

BANC #101-503

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

RECORD FEE 10.00  
POSTAGE CK .50  
#006440 0777 R03 T09:33  
03/14/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURTCHECK ☒ FORM OF STATEMENTA. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: Amendment XXX  
(Indicate whether amendment, termination, etc.)

AMEND DEBTOR ADDRESS:

1982 Moreland Parkway

Annapolis, Maryland 21401

ANNMARC, INC.

Dated

3/5/90

THE FIRST NATIONAL BANK OF MARYLAND

Catherine Lewis Damasio  
(Signature of Secured Party)

Catherine Lewis Damasio

Type or Print Above Name on Above Line

10.50

## STATE OF MARYLAND

ANNE ARUNDEL COUNTY

ANNE ARUNDEL COUNTY

BOOK 553 PAGE 140

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258382

RECORDED IN LIBER 489 FOLIO 381 ON September 10, 1985 (DATE)

## 1. DEBTOR

Name Annmarc, Inc.

Address 222 Severn Avenue, Annapolis, Maryland 21403

## 2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 South Charles Street, Baltimore, Maryland 21201

BANC #101-503

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment XXXX  
(Indicate whether amendment, termination, etc.)

AMEND DEBTOR ADDRESS:

1982 Moreland Parkway  
Annapolis, Maryland 21401

RECORD FEE 1.00  
RECORD FEE 9.00  
POSTAGE .50  
#406450 0177 R03 109:33  
03/14/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

ANNMARC, INC.

Dated

3/5/90

THE FIRST NATIONAL BANK OF MARYLAND

(Signature of Secured Party)

Catherine Lewis Damasio

Type or Print Above Name on Above Line

165-

BOOK 553 PAGE 141

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262778

RECORDED IN LIBER 500 FOLIO 116 ON July 18, 1986 (DATE)

## 1. DEBTOR

Name Annmarc, Inc.

Address 222 Severn Avenue, Annapolis, Maryland 21403

## 2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 South Charles Street, Baltimore, Maryland 21201

BANC #101-503

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 1.00

RECORD FEE 9.00

POSTAGE CK .50

H&B 460 CTTT R03 TOP:34  
03/14/90

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Amendment ☒  
(Indicate whether amendment, termination, etc.)

AMEND DEBTOR ADDRESS:

1982 Moreland Parkway  
Annapolis, Maryland 21401

ANNMARC, INC.

Dated

3/5/90

THE FIRST NATIONAL BANK OF MARYLAND

(Signature of Secured Party)

Catherine Lewis Damasio

Type or Print Above Name on Above Line

1050

280239

553 PAGE 142

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party(ies) and Address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
HARDIN Huber Inc 6720 Ft Smallwood Rd Baltimore Md 21226	Navistar Financial Corp PO Box 787 Mt Laurel NJ 08054	RECORD FEE 11.00 POSTAGE .50 #606430 CTTT R03 T09:32
4 This financing statement covers the following types (or items) of property: 1988 Ford F700 VIN # 1F0PF70K1JVA25187 1987 mobile Drill Model B-57 VIN # 87162		5 Assignee(s) of Secured Party and Address(es) 03/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional sheets presented:		
Filed with:		
By: <u>HARDIN Huber Inc</u> <u>[Signature]</u> President Signature(s) of Debtor(s)		By: <u>Navistar Financial Corp</u> <u>[Signature]</u> <u>Open Sales Dept</u> Signature(s) of Secured Party(ies)
Filing Officer Copy-Alphabetical		603469 Rev 12-80

11-50

280240

BOOK 553 PAGE 143

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Stoney Run Veterinary Hospital  
1300 Hanover Rd.  
Hanover, MD 21076

2. Secured Party(ies) and address(es)

A.B.L.E. Leasing, Inc.  
145 W. Lynford Rd.  
Richboro, PA 18954

5592C

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

LEASED TO DEBTOR BY SECURED PARTY:  
"See attached schedule listing equipment."  
LESSEE HAS NO RIGHT TO SELL OR DISPOSE OF EQUIPMENT.

RECORD FEE 11.00

POSTAGE .50

5. Assignee(s) of Secured Party and  
Address(es)

#606410 CTTT R03 T09:31

03/14/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURTThis statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Stoney Run Veterinary Hospital

A.B.L.E. Leasing, Inc.

By: ☒

Signature(s) of Debtor(s)

Title

By: 12/14/90

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1:

(For Use In Most States)

A.B.L.E. Leasing, Inc.

145 W. Lynford Road/Richboro, PA 18954/(215) 322-2910

BOOK 553 PAGE 144

SCHEDULE - LEASE

Annexed to and forming part of LEASE # 5592

between A.B.L.E. Leasing, Inc.,

Lessor,

and STONEY RUN VETERINARY HOSPITAL


Lessee,

dated 19\_\_.

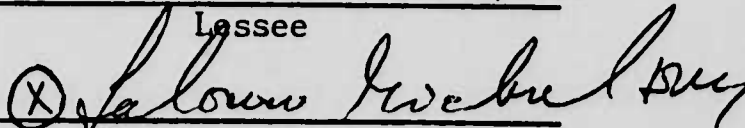
<u>NO.</u>	<u>MODEL AND EQUIPMENT</u>	<u>SERIAL NUMBER</u>
1	Bennett 60211AT-V-2 Package Veterinary X-ray System including:	
1	B52-8100W Tube	
1	Control and Transformer	
1	D615 Set of Cables	
1	SY Tube Support	
1	G414 Grid Combo	
1	D50M Collimator	
1	Veterinary Integrated table/tubestand	
1	FS 20 Foot Switch	
1	Bar Ray Coat Apron	
1	Wolf Imersion Heater	

and any duplicate parts, extras, mechanisms and devices relating thereto or used in connection therewith, now attached to or delivered with the designated equipment or that may at any time hereafter be obtained from the Lessor or be added thereto by or with the consent of the Lessor.

A.B.L.E. LEASING, INC.

  
Title

Stoney Run Veterinary Hospital

Lessee  
BY:   
Title  
Veterinarian

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

Anne Arundel County

~~STATE CORPORATION COMMISSION~~

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

## FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Concrete, Inc.  
1073 St. Stephens Church Road  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT  
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE  
☐ AMENDMENT  
☐ ASSIGNMENT  
☐ PARTIAL RELEASE OF COLLATERAL  
☐ TERMINATION

RECORD FEE 11.00

POSTAGE .50

#006390 0777 R03 T09:31

03/14/90

Name &amp; address of Secured Party

Bob Russell Equipment, Inc.  
200 N. Stonestreet Avenue  
Rockville MD 20850

Name &amp; address of Assignee

Associates Commercial Corporation  
4191 Innslake Drive, Suite 118H, ERLE SCHAFER  
Glen Allen, VA 23060

AA CO. CIRCUIT COURT

Date of maturity if less than five years

Check if proceeds of collateral are covered  
(X)

Description of collateral covered by original financing statement

One Komatsu D85E Dozer S/N 31450, One Komatsu D37E Dozer S/N 1036, One Blaw Knox PF180H Paver S/N 18018-25, One Komatsu WA600 Wh. Loader S/N 10156, One Komatsu D75S Cr. Loader S/N 15636 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS, REPLACEMENTS PARTS, ADDITIONS, AND ALL PROCEEDS THEREOF

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

EXEMPT RECORDATION TAX - CONDITIONAL SALE CONTRACT

Describe Real Estate if applicable:

Cunningham Concrete, Inc.

Signature of Debtor if applicable (Date)

*James Cunningham*  
James Cunningham, President

Bob Russell Equipment, Inc.

Signature of Secured Party if applicable (Date)

*Edward R.B. Russell, Jr.*  
Edward R.B. Russell, Jr. President

1150

BOOK 553 PAGE 146

280242

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

Anne Arundel County  
~~STATE CORPORATION COMMISSION~~

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Excavating, Inc.  
1073 St. Stephens Church Road  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ☒ ORIGINAL FINANCING STATEMENT  
☐ CONTINUATION - ORIGINAL STILL EFFECTIVE  
☐ AMENDMENT  
☐ ASSIGNMENT  
☐ PARTIAL RELEASE OF COLLATERAL  
☐ TERMINATION

RECORD FEE 11.00  
POSTAGE .50

Name & address of Secured Party

Bob Russell Equipment, Inc.  
200 N. Stonestreet Avenue  
Rockville MD 20850

Name & address of Assignee

Associates Commercial Corporation  
4191 Innslake Drive, Suite 118  
Glen Allen, VA 23060  
H. ERLE SCHAFER

#606400 CYTT R03 T09:31

03/14/90

Date of maturity if less than five years

Check if proceeds of collateral are covered by 14-60. CIRCUIT COURT (X)

Description of collateral covered by original financing statement

Two Caterpillar Model 621B Motor Scrapers S/N 45P2186 and 45P2510  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS,  
REPLACEMENT PARTS, ADDITIONS, AND ALL PROCEEDS THEREOF  
Exempt Recordation Tax - Conditional Sale Contract

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Excavating, Inc.

Signature of Debtor if applicable (Date)

James Cunningham, President

Bob Russell Equipment, Inc.

Signature of Secured Party if applicable (Date)

Edward R.B. Russell, Jr. President

1150

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and Address(es): Exide Electronics Group, Inc. 3201 Spring Forest Road Raleigh, NC 27604	2. Secured Party(ies) Name(s) And Address(es): BancBoston Financial Company 100 Federal Street Boston, MA 02110	H15465 RECORD FEE 10.00 POSTAGE .50 For Filing Officer #606320 6777 R03 TOP:27
3. (a) This statement refers to original Financing Statement bearing File No. 271437 Filed with Anne Arundel County Date Filed January 28 19 88 (b) If the original Financing Statement has previously been continued in the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective. 5. <input checked="" type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the Assignment of a State-ment by the secured party of record that he has assigned interest to the signer of the termination statement.) 6. <input type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above. 9.		
Anne Arundel County Maryland		
10. Signatures: Exide Electronics <del>XXX</del> Group, Inc. BancBoston Financial Company By Mark C. Pugh 3/1/90 By Charles J. Curran Debtor(s) (necessary only if Item 7 is applicable) Secured Party(ies) Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3		
(1) Filing Officer Copy - Numerical FINANCING STATEMENT CHANGE		

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and Address(es): Exide Electronics Corporation 3201 Spring Forest Road Raleigh, NC 27604	2. Secured Party(ies) Name(s) And Address(es): BancBoston Financial Company 100 Federal Street Boston, MA 02110	<p style="text-align: right;">H154165</p> <p>RECORD FEE 10.00 POSTAGE .50</p> <p>For Filing Officer #606310 CTTT R03 T09:27 03/14/90</p>
3. (a) This statement refers to original Financing Statement bearing File No. 271438 Filed with Anne Arundel County Date Filed January 28 19 88 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		
<p>4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.</p> <p>5. <input checked="" type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. Termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment of a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)</p> <p>6. <input type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.</p> <p>7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.</p> <p>8. <input type="checkbox"/> Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.</p> <p>9.</p>		

Anne Arundel County Maryland

10. Signatures:		
Exide Electronics Corporation	BancBoston Financial Company	
By <u>Mark C. Pugh</u> 3/1/90	By <u>Charles J. Curry</u>	
Debtor(s) (necessary only if item 7 is applicable)	Secured Party(ies)	

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by  
N. C. Sec. of State  
and other States shown above.

UCC-3

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 280243

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 200,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 3/1/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Ginergerbread Man of Severna Park, Inc.

Address 566-A Governor Ritchie Highway, Severna Park, MD 21146

## 2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 South Paca Street, Baltimore, MD 21201

Gebhardt & Smith, The World Trade Center 9th Floor, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 41.00

POSTAGE .50

#606240 0777 R03 T09:18

03/14/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

## 3. Maturity date of obligation (if any)

## 4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

The herein described property and all additions, attachments, replacement parts, substitutions, trade-ins, and improvements thereto, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to arising from, or in connection with the foregoing.

~~TO BE RECORDED IN LAND RECORDS~~  
SEE ATTACHED LIST OF EQUIPMENT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Gingerbread Man of Severna Park, Inc.

*Richard E. Phelan, Pres.*  
(Signature of Debtor)

First Maryland Leasecorp

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*William R. Brown, Asst. V.P.*  
(Signature of Secured Party)

William R. Brown, Asst. V.P.

Type or Print Above Signature on Above Line

41\*

<u>ITEM #1</u>	DISHWASHER HOBART-AM-14-78 SERIAL # 329427	\$ 5675.00
<u>ITEM #1A</u>	CONDENSATE HOOD* CUSTOM FABRICATED	\$ 758.70
<u>ITEM #1B</u>	SOILED DISHTABLE CUSTOM FABRICATED	\$ 1830.00
	W/s/s overshelf, & pre-rinse w/bracket.	
<u>ITEM #1C</u>	CLEAN DISHTABLE CUSTOM FABRICATED	\$ 1169.00
	W/ s/s overshelf, & s/s undershelf.	
<u>ITEM #2</u>	POT SINK CUSTOM FABRICATED	\$ 1715.29
	W/faucet, leverwastes, & s/s overshelf.	

ITEM #3

2 DOOR REACH IN FREEZER \$ 3894.76  
TRAULSEN-ALT-2-32NUT  
SERIAL # M314200

S/S exterior, casters,  
5 year compressor warranty.  
1 year service warranty.

(Traulsen selection is due  
to space limitation by hood  
system.)

ITEM #4

2 DOOR REACH IN REFRIG. \$ 3358.08  
TRAULSEN-AHT-2-32NUT  
SERIAL # M314190

S/S exterior, casters,  
5 year compressor warranty.  
1 year service warranty.

ITEM #5

FRYER BATTERY\* \$ 4310.00  
VULCAN-7594G  
SERIAL # 89L151

With casters,  
W/s/s fry tank, s/s sides,  
and (1) auto lift basket,  
quick disconnect,  
& restraining device

<u>ITEM #5A</u>	FRYER FILTER MIES-G80S SERIAL # HL1099-89	\$ 866.00
<u>ITEM #5B</u>	FILTER PAPER & POWDER MIES	\$ 164.00
<u>ITEM #6</u>	34" GRIDDLE TOP RANGE* VULCAN-H60T SERIAL # 89K671  With standard oven base, s/s backguard, thermostat controls, rear gas connection, gas pressure regulator, quick disconnect & restraining device.	\$ 1965.50
<u>ITEM #6A</u>	COUNTER TOP W/BREAD DRAWERS CRAIG-BC-3-33  All stainless steel.	\$ 1496.88
<u>ITEM #7</u>	SALAMANDER BROILER* VULCAN-SAR-34 SERIAL # 89K592  W/quick disconnect & restraining device. Interconnecting broiler to cheese melter, by Mechanical Contractor.	\$ 1061.86
<u>ITEM #8</u>	CHEESE MELTER* VULCAN-CMR-34 SERIAL # 89K589	\$ 998.00
<u>ITEM #9</u>	10 BURNER RANGE* VULCAN-SGB-60L SERIAL # 89K587  With casters, quick disconnect & restraining device, All s/s, W/(2) snorkel convection ovens.	\$ 2999.00

BOOK 553 PAGE 153

<u>ITEM #10</u>	CHEF'S TABLE* CUSTOM FABRICATED	\$ 42650.00
	This price includes Items 11,15,16,18,19,20,37,21,22,24,30,& 31. Pans by owner.	
<u>ITEM #11</u>	SHELVING INTERMETRO-MAX	\$ 297.36
	4 Tier, w/ posts.	
<u>ITEM #12</u>	(2) HAND SINKS METAL MASTERS-HSA-10F	\$ 508.80
	To include soap & towel dispensers for each.	
<u>ITEM #13</u>	EXHAUST HOOD* CUSTOM FABRICATED	\$ 9966.00
	16'0" X 4'0" Fire protection system, W/6 collars welded in. W/s/s wall behind cooking equipment, s/s end panel.	
<u>ITEM #14</u>	8'0" X 30" S/S SANDWICH UNIT CUSTOM FABRICATED	INCLUDED IN 10
	5 year compressor warranties, start up & 1 year service warranties, & (2) HATCO heat lamps, Model GRAH-48, w/ infinite controls.	

<u>ITEM #15</u>	STEAM TABLE-48" X 30" CUSTOM FABRICATED	INCLUDED IN ITEM 10
	Electric, w/ bread drawer in base, w/ richlite cutting board.	
<u>ITEM #16</u>	(2) 1400 WATT MICROWAVE* AMANA-RC14SE	\$ 2085.68
<u>ITEM #17</u>	UTILITY STAND CUSTOM FABRICATED	INCLUDED IN ITEM 10
<u>ITEM #18</u>	UTILITY STAND CUSTOM FABRICATED	INCLUDED IN ITEM 10
<u>ITEM #19</u>	SHELVING CUSTOM FABRICATED	INCLUDED IN ITEM 10
<u>ITEM #20</u>	UTILITY STAND CUSTOM FABRICATED	INCLUDED IN ITEM 10
<u>ITEM #21</u>	OVERSHELVING CUSTOM FABRICATED	INCLUDED IN ITEM 10
<u>ITEM #22</u>	SLICER W/VARIABLE SPEED* GLOBE-755L SERIAL # 05824	\$ 2855.92
<u>ITEM #23</u>	REFRIGERATED RAIL CUSTOM FABRICATED	INCLUDED IN ITEM 10
	Also includes remote refrigeration for rail. SERIAL # 9101152777 COIL SERIAL # L1789-966506 COMPRESSOR	
<u>ITEM #24</u>	800 WATT MICROWAVE* AMANA-FRS8SE	\$ 608.00
<u>ITEM #25</u>	OVERSHELVING CUSTOM FABRICATED	INCLUDED IN ITEM 10
<u>ITEM #26</u>	HOT CHOCOLATE MACHINE* JET SPRAY-HC20 SERIAL # 10190	\$ 522.00

<u>ITEM #27</u>	ICE TEA MACHINE* CECILWARE-FBT-3SS SERIAL # 069300	\$ 431.52
<u>ITEM #28</u>	COFFEE BREWER W/SHUTTLES* AMERICAN BEVERAGE-P-400 SERIAL # 24427	\$ 1305.00
<u>ITEM #28A</u>	(2) EXTRA SHUTTLES W/BASE	\$ 396.72
<u>ITEM #29</u>	OVERSHELVING CUSTOM FABRICATED	INCLUDED IN ITEM 10
<u>ITEM #30</u>	UTILITY STAND CUSTOM FABRICATED	INCLUDED IN ITEM 10
<u>ITEM #31</u>	SODA SYSTEM BY OTHERS	N.I.C.
<u>ITEM #32</u>	1400 LB ICE CUBER* SCOTSMAN-CM1400RE-32A SERIAL # 262 700-04J  Remote cuber w/ bin, Includes installation, refrigeration hook-up.	\$ 5641.81
<u>ITEM #33</u>	WALK IN BEER COOLER HARFORD  To include diamond plate floor, 1/2 walls diamond plate, exterior ramps, vapor proof lights, & (2) super doors, erection.  Compressors, 5 year compressor warranties, 1 year labor warranties, & refrigeration piping.	\$ 18359.00

<u>ITEM #34</u>	WALK IN SHELVING HODGES	\$ 2088.00
	Epoxy shelving and beer racks for cooler and freezer	
<u>ITEM #34A</u>	CONDENSATE PIPING INCLUDES HEATER TAPE	INCLUDED IN ITEM 33
<u>ITEM #34B</u>	CONTROL WIRING	INCLUDED IN ITEM 33
<u>ITEM #35</u>	WALK IN FREEZER HARFORD-CUSTOM	INCLUDED IN ITEM 33
<u>ITEM #36</u>	WALK IN COOLER HARFORD-CUSTOM	INCLUDED IN ITEM 33
<u>ITEM #37</u>	OVERSHELVING CUSTOM FABRICATED	INCLUDED IN ITEM 10
<u>ITEM #38</u>	(2) BEER COOLERS PERLICK-C5065ESCRHPPBHA SERIAL # 279076 SERIAL # 279077  4 doors each w/ laminate front & sides, 37" high, w/high profile condensing units, w/legs & brass locks, 5 year compressor warranty.	\$ 6639.32
<u>ITEM #39</u>	(2) 66" COCKTAIL STATIONS GLAS TENDER-GT-24 SERIAL # 3043 SERIAL # 3044  Pass thru ice bin, sink w/faucet, & insert, tray shelf, double speed rail, blender station, tubing chase, lam/wood panels. W/(2) 8 circuit cold plates.	\$ 14061.00

<u>ITEM #40</u>	BEER SYSTEM PERLICK-CENTURY SERIAL # 325821  1/3 HP power pak, mounting brackets, coolant conn. kit, 8 line trunk housing, line Y, (2) brass four faucet gambrinus towers, brass drainers, cord kit, poly tape, 5 year compressor warranty. Includes installation, start & 1 year service.	\$ 7447.06
<u>ITEM #41</u>	(2) 4' BOTTLE COOLERS PERLICK SERIAL # 327012 SERIAL # 327019  With laminate finish, and bottom floor racks.	\$ 3286.13
<u>ITEM #42</u>	ICE CREAM FREEZER PERLICK-TSD-24DC SERIAL # 327021  5 Year compressor warranty.	\$ 1234.24
<u>ITEM #43</u>	BLENDER STATION PERLICK-TSD-18BLD  18" must be allowed for this.	\$ 256.16
<u>ITEM #44</u>	HAND SINK PERLICK-TSD-18HST  Single tank module w/824-GN faucet, soap dispenser, & paper towel spool.	\$ 570.29
<u>ITEM #45</u>	DRY STORAGE SHELVING HODGES-ZINC  (25) units 24 x 60, (5) units 24 x 48, (2) units 21 x 48, 62 high posts.	\$ 5472.00

<u>ITEM #46</u>	WALK IN STORAGE SHELVING HODGES-EPOXY	INCLUDED IN ITEM 33
<u>ITEM #47</u>	BOOTHS ROBERTSON-6310	\$ 15913.03
	16 single booths approx. 5'0"L, 4 double booths approx. 5'0"L, 4 3/4 circle booths w/true radius seats-US350 YEW GREEN.	
<u>ITEM #48</u>	(140) BENTWOOD CHAIRS FLAIR-220-120	\$ 7784.00
	Seat fabric-Yew Green US-350	
<u>ITEM #49</u>	(20) BENTWOOD BAR STOOLS FLAIR-422-120	\$ 1570.00
	Seat fabric-Yew Green US-350	
<u>ITEM #50</u>	COUNTER STOOLS W/ BRASS BASES SHAFFER-CS102 "K" BASE	\$ 1926.67
<u>ITEM #51</u>	(1 LOT) TABLE TOPS SHAFFER	\$ 6944.20
<u>ITEM #52</u> OPTION	BAR TOP & DIE - \$ 18580.44 CUSTOM MILLWORK	N.I.C.
	To be constructed of Philippine Mahogany & fir-to be stained Ebony. W/Verde "green" marble, Brass foot rail & arm rail. W/formica liquor steps and top for Perlick back bar.	

**PARTIES**  
Debtor name (last name first if individual) and mailing address:  
Michael D. Hopkins  
DBA Hopkins Trucking & Leasing  
112 3rd Avenue, S.E.  
Glen Burnie, MD 21061

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

**COPELCO LEASING CORPORATION  
ONE MEDIUM PLAZA  
PENNSAUKEN, NEW JERSEY 08110**

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

☒ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))—

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.  
b. ☐ as to which the filing has lapsed.  
c. already subject to a security interest in another county in Pennsylvania—  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.  
d. already subject to a security interest in another jurisdiction —  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.  
e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s):  
(required only if box(es) is checked above):

STANDARD FORM UCC-1  
Approved by Secretary of Commonwealth of Pennsylvania

**FINANCING STATEMENT**  
Uniform Commercial Code Form UCC-1  
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer)

280244

The seller(secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

☐ Secretary of the Commonwealth.

☒ Notary of Anne Arund County.

☐ real estate Records of County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): LEASE No. 0-23191-0

**COLLATERAL**

Identify collateral by item and/or type:

Vendor: Pace Motor Company, Inc.

Equip.: 1982 Iveco Z110 Diesel Van S/N ZCFBE11H3C1100864

RECORD FEE 12.00  
#606120 C777 R03 T09:01  
CK 03/14/70  
H. ERLE SCHAFER

☒ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))—

- a. ☐ crops growing or to be grown on —  
b. ☐ goods which are or are to become fixture on —  
c. ☐ minerals or the like (including oil and gas) as extracted on —  
d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:

Describe at: Book of (check one) ☐ Deeds ☐ Mortgages, at Page(s) for County. Uniform Parcel Identifier

☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

**DEBTOR SIGNATURE(S)**

Debtor Signature(s): Michael D. Hopkins DBA Hopkins Trucking & Leasing

(NAME/TITLE) Michael D. Hopkins Owner

(NAME/TITLE)

(NAME/TITLE)

RETURN RECEIPT TO:

**COPELCO LEASING CORPORATION  
ONE MEDIUM PLAZA  
PENNSAUKEN, NEW JERSEY 08110**

FILING OFFICE ORIGINAL

NOTE — This page will not be returned by the Department of State.

FINANCING STATEMENT FORM UCC-1

Identifying File No. **280245**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation  
Address 50 Rockefeller Plaza  
New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above. POSTAGE

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain Lease Assignment dated 10/5/88, Schedule #02, dated 2/9/90 between Assignor as Lessor and LEASEE as Lessee. Assignor has granted a Security Interest in the following equipment Leased to ACCOUNT #840018 as Lessee. Assignor has granted a Security Interest in the following equipment Leased to Lessee to Assignee per a NonRecourse Assignment of Rents dated 3/6/90 between Assignor and Assignee:

- (1) One Model CKCP with Electronic Counter and precise gear controlled layering, 8 station index table and solid state motor controls, 8 stations of arbors and baffles to wind 4" diameter spools

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Sarro III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

(Signature of Secured Party)

M. LENGSDON

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Maryland Clerk of Circuit Court  
Baltimore

BOOK 553 PAGE 161

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253429 ,  
RECORDED IN ~~BOOK~~ 470 ~~FILED~~ 560 ON 8/17/84 (DATE).

2. Name and address of Debtor(s)  Branham Contractors 8133 Hognock Road Pasadena, MD 21122  <i>Appt # 30849-00002</i>	3. Name and address of Secured Party  CIT CORPORATION  1301 York Road Lutherville, MD 21093
---	--

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at  
1180 West Swedesford Road, Berwyn, PA 19312

5. Maturity date of obligation (if any):

6. CHECK ☒ FORM OF STATEMENT

- A. ☐ CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. ☐ PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ☐ ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. ☒ TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. ☐ OTHER - \_\_\_\_\_ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

See Schedule A attached hereto.

Dated March 7, 1990

*[Signature]*

(Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.  
(Type or Print Name of Secured Party on Above Line)



## SCHEDULE A

Attached to and a part of security agreement of even date

BOOK 553 PAGE 162

CIT CORPORATION

between

Branham Contractors, Inc.

, Debtor,

and

C.I.T. Corporation

, Secured Party.

Quantity	(Describe collateral fully including make, kind of unit, serial and model numbers and any other pertinent information.)
1	Speedstar Model DT4RD-275 Quick Drill Mud Rotary Drilling Rig, S/N 101159 mounted on one Model 1854 International Harvester Truck, S/N 1HTAR1854CHA11269, equipped with 3208 Caterpillar Diesel Engine, hydrostatically driven 5" X 6" Duplex Power Pump with 25' junction hose, foot valve, quick coupling, twin screw compressor, 275 CFM, 150 Psi, one sand-reel 750 lb. capacity, 350 feet per minute, power up and down, free fall and brakes, less cable, 700 foot 5/16" sandline. One stabilizer, 6" 0.0 by 10' long, 30 drill rods 2 7/8" 0.0 X 20' long with 2 3/8 M-J joint, hips quick release, hoisting pump plug, one casing suspension plate, 1 spindle, 1 sub 2 3/8" M-J pin; 2 3/8" API Reg. RW; one sub 2 3/8" regular box X 2 3/8" M-J box.
1	Used Calweld 250 Boring Machine, S/N CW662, mounted on a 1973 GMC Model 7500 Tandem Truck, S/N TJM73TV579562 w/58" Drilling Bucket, 24" Cut Rewer Boring Rigg.
1	Used TMD Quikdrill, S/N 7572, mounted on a 1975 Ford F-600 Truck, S/N F61ECX12110, w/all standard equipment, compressor, mud mixing kits, starter piper assembly, spindle sub, 600' drill rod, bit subs, table bushings, casing elevator, spindle to casing adaptors, casing suspension plate and stabilizer.
1	Used Cyclone Drill, S/N: <u>073</u> on and including a 1973 International Truck, S/N 10662CHA44746

Dated August 3, 19 84Debtor Branham Contractors, Inc.

Name of individual, corporation or partnership

By [Signature]Title President

PART 1 - ATTACH TO ORIGINAL FOR C.I.T.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 545 Page No. 422  
 Identification No. 278468 Dated 9/6/89

1. Debtor(s) { Randall G. Williams, Jr. and Nan H. Williams  
 Name or Names — Print or Type  
8305 Loblolly Lane, Pasadena, Maryland 21122  
 Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
 Name or Names—Print or Type  
40 W. Chesapeake Avenue, Suite 308, Towson, Maryland 21204  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00  
 POSTAGE .50  
 #606000 C777 R03 708:52  
 03/14/90  
 H. ERIC SCHAFER  
 AA CO. CIRCUIT COURT

Dated: 1-24-90

First National Bank of Maryland  
 (Name of Secured Party)

Mary Jane McDonough, V.P.  
 (Signature of Secured Party)

Mary Jane McDonough, Vice President  
 Type or Print (Include Title if Company)

BS-1216D-8406

RETURN TO:

Law Offices  
**FRIEDMAN & FRIEDMAN**  
 900 Mercantile Bank Building  
 409 Washington Avenue  
 Towson, Maryland 21204  
 WSD, JR

10-50

15.50

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

553 PAGE 164  
Identifying File No. 280247

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LERIAN & ~~BRADBURY~~ INC.  
Address 281 Beckworth ~~BRADBURY~~ Ct. Severna Park, MD. 21146

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES  
Address 5681 Main St., Elkridge, MD. 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Ingersoll-Rand P100WD Air Compressor  
SN 155425 and all attachments and  
accessories thereto.

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#605980 CT77 R03 108:49

03/14/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

LERIAN & ~~BRADBURY~~ INC.

Daniel M. Lorian PRESIDENT  
(Signature of Debtor) (Title)

DANIEL M. LERIAN  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL-RAND EQUIPMENT SALES

Bradley W. Berger  
(Signature of Secured Party)

Bradley W. Berger, Admin. Mgr.

Type or Print Above Signature on Above Line

1150

280248

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 2-28-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B.E.K. Enterprises, Inc.  
Address 8375 Jumpers Hole Road, Pasadena, Md. 21122

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.  
Address 1805 Cherry Hill Road  
Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

POSTAGE .50

THIS COVERS A CONDITIONAL SALES CONTRACT

400700 0777 R03 T10:12

(1) One Melroe Sweeper

03/14/90

S/N 434701749

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☐ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

ASSIGNEE

XXXXXXXXXXXXXXXXXXXX Chase Manhattan Leasing Co.,  
500 Circle Drive (Michigan, Inc.)  
Buckhannon, Michigan 49107

B.E.K. Enterprises, Inc.

*Kenneth Hoffman*  
(Signature of Debtor)

Kenneth Hoffman, Sec/Treas

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.

*Wilmer S. Davison*  
(Signature of Secured Party)

Wilmer S. Davison, President

Type or Print Above Name on Above Line

7/8

BOOK 553 PAGE 166

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book  
XXX No. 503

Page No. 353

Identification No. 264028

Dated

1. Debtor(s) Stamatis Papastefanou, Pauline Papastefanou, Emanuel Papastefanou and Vicki Papastefanou and Twelve Islands Seafood, Inc.

Name or Names—Print or Type

7940 Telegraph Road Severn, Md. 21144

Address—Street No., City - County State Zip Code

2. Secured Party

Mary Lou Lowman  
Name or Names—Print or Type

8018 Clark Station Rd., Glen Burnie, Md. 21061

Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 1.00

RECORD FEE 9.00

POSTAGE .50

#306920 C777 R03 T10:29

03/14/90

H. ERLE GHAFFER

AA CO. CIRCUIT COURT

Dated: 2/15/90

MARY LOU LOWMAN

Name of Secured Party

Mary Lou Lowman  
Signature of Secured Party

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

PERPETUAL TITLE COMPANY  
334 ST. PAUL PLACE  
BALTIMORE, MD 21202  
(301) 539-4333

15.50

BOOK 553 PAGE 167

Anne Brundel

11641

12.00  
Tax - 84.00  
96.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280249

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 11,776.52

If this statement is to be recorded in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward Corp. dba Party Perfect  
Address 1977 West St., Annapolis, MD 21401

2. SECURED PARTY

Name AEL Leasing Co., Inc. RECORD FEE 12.00  
Address P.O. Box 13428, Reading, PA 19612-3428 RECORD TAX 84.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above  
AA 80. EQUEDCIBRAE 11/70

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 - 40x80 4 pc sq end all super white party tent
- 1 - 20x40 1 pc party mate sq end super white
- 1 - 20' mid for 40' b&w party tent
- 3 - 13' center poles (3"x3") wood
- 10 - 7x3"x3" wood

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Southward Corp. dba Party Perfect  
Kenneth R. Wagner Pres  
(Signature of Debtor)

Kenneth R. Wagner Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

Sandra Bradley OS  
(Signature of Secured Party)

Sandra Bradley OS

Type or Print Above Signature on Above Line

AKH

Date:

2/14/91

AEL Leasing Co., Inc.  
Post Office Box 13428  
Reading, Pennsylvania 19612

RE: SOUTHWARD CORP DBA PARTY PERFECT for equipment described below

Gentlemen:

As a convenience to me/us, you are authorized to execute, in my/our name Uniform Commercial Code Financing Statement (or complete partially executed statements) as my/our attorney in fact, which statements would contain the following information:

Debtor's Name: SOUTHWARD CORP DBA PARTY PERFECT

Debtor's Address: 1977 WEST ST. ANNAPOLIS MD 21401

Description of Equipment: ANGLER TENTS, FRAMES & ACCESSORIES

You are also authorized to file a copy of the agreement with those statements.

Signed,

Kenneth R. Wagner  
Pres

Title: \_\_\_\_\_

AA Co  
C-02-08089-3

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/AIf this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Gunther, Martin E. T/A Gunther's ChartersAddress 1756 West Drive Pasadena, MD 21122

## 2. SECURED PARTY

Name Lagusa, Inc.Address 1205 Belmar Drive, Box 478 Belcamp, MD 21017Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061Person And Address To Whom Statement Is To Be Returned If Different From Above ERLE SCHAFERRECORD FEE 18.00  
POSTAGE .50

#607030 0777 R03 T10:40

03/14/90

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

## ASSIGNEE OF THE SECURED PARTY:

Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Martin E. Gunther T/A Gunther's Charters

Martin E. Gunther  
(Signature of Debtor)MARTIN GUNTHER, owner  
Type or Print Above Name on Above Line\_\_\_\_\_  
(Signature of Debtor)\_\_\_\_\_  
Type or Print Above Signature on Above Line

Lagusa, Inc.

Dirk De Vuyst  
(Signature of Secured Party)DIRK DE VUYST Pres CEO  
Type or Print Above Signature on Above Line

## CONDITIONAL SALE CONTRACT NOTE

553 PAGE 170

TO: **Lagusa, Inc.**FROM: **Martin E. Gunther T/A Gunther's Charters**

1205 Belmar Drive, Box 478 Belcamp, MD 21017  
 ("Seller")  
 (Address of Seller)

1756 West Drive Pasadena, MD 21122  
 ("Buyer")  
 (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):  
**One (1) 1990 Lagusa Panoramic Integral**  
**Coach S/N 1S9CB311YLB16740V**  
 0 26

(1) TIME SALES PRICE .....\$ **338,524.58**  
 (2) Less DOWN PAYMENT In Cash .....\$ **-0-**  
 (3) Less DOWN PAYMENT IN GOODS  
 \*(Trade-In Allowance) .....\$ **50,000.00**  
 (4) CONTRACT PRICE (Time Balance) .....\$ **288,524.58**  
 Record Owner of Real Estate: \_\_\_\_\_

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

**1756 West Drive**  
 (Street and Number)

**Pasadena**  
 (City)

**Anne Arundel**  
 (County)

**Maryland**  
 (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Two hundred eighty eight thousand five hundred twenty four and 58/100** Dollars (\$**288,524.58**).

being the above indicated Contract Price (hereinafter called the "time balance") in **36** successive monthly installments, commencing on the **1st** day of **April**, 19 **90**, and continuing on the same date each month thereafter until paid; the first **35** installments each being in the amount of \$ **3,891.01** and the final installment being in the amount of \$ **152,339.23** with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of **-0%** per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

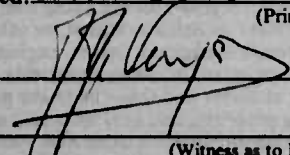
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

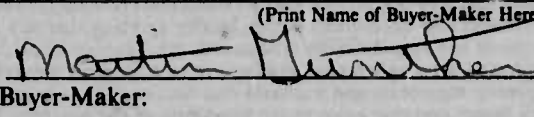
Date: **March 1**, 19 **90**

BUYER(S)-MAKER(S):

Accepted: **Lagusa, Inc.**  
 (Print Name of Seller Here)

(SEAL) **Martin E. Gunther T/A Gunther's Charters**  
 (Print Name of Buyer-Maker Here)

By:  **PRES & CEO**  
 (Witness as to Buyer's and Co-Maker's Signature)

By:  **Martin E. Gunther**  
 Co-Buyer-Maker: (SEAL)  
 (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HERewith.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.**

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature  
of  
Seller

By: \_\_\_\_\_

(Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

## ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale

contract and/or lease and/or chattel mortgage (herein called "contract") dated March 1, 1990,  
 between Lagusa, Inc., as Seller/Lessor/Mortgagee  
 and Martin E. Gunther T/A Gunther's Charters 1756 West Drive Pasadena, MD 21122  
 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 288,524.58.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1 day of MARCH, 19 90.

Lagusa, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By:

[Signature] PRES & CEO

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

## FINANCING STATEMENT

- #607040 CTTT R05 T10:40  
03/14/90

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Debt Instruments, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Sandra L. Childers, Real Estate Banking Officer  
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

EXHIBIT A

PROPERTY DESCRIPTION

ALL that parcel or parcels of real property located in the Town of Hammonton, County of Atlantic, State of New Jersey, and more particularly described as follows:

BEGINNING at the intersection of the Northwesterly line of Lakeview Avenue and the Southwesterly line of Egg Harbor Road extending thence

(1) along Northwesterly line of Lakeview Avenue South 53 degrees 40 minutes 17 seconds West a distance of 338.12 feet to a corner, thence

(2) North 43 degrees 20 minutes 33 seconds West a distance of 241.62 feet to a corner; thence

(3) North 53 degrees 40 minutes 17 seconds East a distance of 188.12 feet to a corner; thence

(4) South 43 degrees 20 minutes 33 seconds East a distance of 108.05 feet to a corner; thence

(5) North 53 degrees 40 minutes 17 seconds East a distance of 150.00 feet to a corner in the Southwesterly line of aforesaid Egg Harbor Road; thence

(6) Along Southwesterly line of same South 43 degrees 20 minutes 33 seconds east a distance of 133.57 feet to point and place of beginning.

BEING LOT 10, BLOCK 3702 ON THE OFFICIAL TAX MAP OF THE TOWN OF HAMMONTON.

280252

## FINANCING STATEMENT

1. ☒ To Be Recorded in the Land Records at Anne Arundel County
2. ☐ To Be Recorded among the Financing Records at \_\_\_\_\_
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s):

Address(es):

Drs. Herzinger, Biles &amp; Zagula, P.A.

1600 Crain Highway, SW  
Suite 503, Crain Towers  
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank

Address: Department: AARUPost Office Box 987, Mailstop 500-270  
Baltimore, Maryland 21203Attention: Lisa Edwards

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☒ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is Daljit Sawhney (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

All leasehold improvements both now owned & hereafter acquired, together with all cash and non-cash proceeds and products thereof.  
1600 Crain Highway, SW, Suite 503, Crain Towers, Glen Burnie, Maryland 21061

Debtor: Drs. Herzinger, Biles & Zagula, P.A. Secured Party: Maryland National Bank,

By: \_\_\_\_\_

Type name and title, if any

Raymond G. Herzinger, President

By: \_\_\_\_\_

Type name and title, if any

By: \_\_\_\_\_

Deborah N. Wicker

(Seal)

Deborah N. Wicker, Commercial Services Officer

Type name and title

Mail To:  
Maryland National Bank  
Attn: AARU  
1713 West Street  
Annapolis, Maryland 21403

280253

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s): \_\_\_\_\_ Address(es): \_\_\_\_\_

Drs. Herzinger, Biles &amp; Zagula, P.A.

1600 Crain Highway, SW  
Suite 503, Crain Towers  
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank

Address: Department: AARUPost Office Box 987, Mailstop 500-270

Baltimore, Maryland 21203

Attention: Lisa Edwards

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☒ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is Daljit Swahney (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

All leasehold improvements both now owned & hereafter acquired, together with all cash and non-cash proceeds and products thereof.

1600 Crain Highway, SW, Suite 503, Crain Towers, Glen Burnie, Maryland 21061

Debtor: Drs. Herzinger, Biles & Zagula, P.A. Secured Party: Maryland National Bank

By: \_\_\_\_\_

Type name and title, if any

Raymond G. Herzinger, President

By: \_\_\_\_\_

Type name and title, if any

By: \_\_\_\_\_

Type name and title, if any

Deborah N. Wicker (Seal)Deborah N. Wicker, Commercial Services Officer

Type name and title

Mail To:  
Maryland National Bank  
Attn: AARU  
1712 West Street  
Annapolis, Maryland 21403

1500

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) R & R Ventures, Inc. Box 901 Severna Park, MD 21146  Lease #302195-3	2 Secured Party(ies) and address(es) BANC ONE LEASING CORPORATION 2400 Corporate Exchange Dr. Suite 300 Columbus, OH 43231	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #607010 0777 R03 T10:38 CK 03/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT
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4 This financing statement covers the following types (or items) of property:

As more fully described on Schedule A-1 which is attached.

Equipment Location: 14828 Baltimore-Washington Blvd.  
Laurel, MD

NOT SUBJECT TO RECORDATION TAX, CONDITIONAL SALES CONTRACT.

ASSIGNED TO:

This equipment is owned by the secured party and is leased to the debtor party;

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional sheets presented:

Filed with Anne Arundel County, MD Dept. of Assessments and Taxation

R & R Ventures, Inc.

By:

Signature(s) of Debtor(s)

Filing Office Copy Alphabetical

BANC ONE LEASING CORPORATION

By:

Signature(s) of Secured Party(ies)

This form of financing statement is approved by the Secretary of State.

067-106-2930

BANC ONE LEASING CORPORATION

CHECK APPLICABLE SCHEDULE:

XX

SCHEDULE A-1 EQUIPMENT LEASED HEREUNDER

SCHEDULE A-2 EQUIPMENT SOLD HEREUNDER

QUANTITY	DESCRIPTION	PAGE	OF
6	Oxblood Food Trays		
1	Seating Package		
1	Cheese Blocker		
1	Countertop Can Rack		
2	F20T12 6/Pk		
8	1860NK Shelf		
1	74 PC Post		
2	1836 N Shelf		
1	5/5 Drinks No Refill		
1	5/5 Value Menu Trans		
1	Freezer		
1	S/S Stubby Line		
1	S/S Equip Installation		
1	Single Cavity Melter		
4	Alum Scoop 38 oz.		
1	Cleaning Brush Kit		
1	5/5 Cinn Twst Slt Kt		
4	9" S/S Ice Scoop		
2	Meat Press		
3	Tostada Pan		
1	Exhaust Hood		
1	Drink System		
1	Decor Oak Menuboard		
1	Cooler Interior		
1	Cleaning Brush		
	Freight		

This Schedule A-1 is attached to and made a part of Lease #302195 and constitutes a true and accurate description of the equipment.

*W. J. Burt*  
(Lessee)

X Feb 7, 1990  
(Date)

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 280255

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name M &amp; M Machine Service Inc.

Address 7100 Fort Smallwood Road Baltimore, MD 21226

## 2. SECURED PARTY

Name Sunnen Products Company

Address 7910 Manchester Avenue  
St. Louis, Missouri 63143

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

1	MBB-1660K	Honing Machine	Serial # 90918
1	HF-320	Heavy Duty Abr. Cloth	
1	AN-600	Honing Head	
1	N37-A45	Stone Set	
1	M27-A45	Stone Set	
1	G25-A45	Stone Set	
1	M-1000	Mandrel Set	5 MB-30-5 Honing Oil
1	M-1750	Mandrel Set	1 MB-2410 Work Tray
1	M-25H	Mandrel Set	1 MBC-200 Accessory Lamp
1	MAN-700	Diamond Dresser	
1	HF-355	Holding Fixture Set	

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#607090 0777 R03 T10:44

CK 03/14/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURTCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Les McKee - Manager

Type or Print Above Signature on Above Line

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 15734

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

280256

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1999.99

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 2/2/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name ERNEST V STEVENS AND LILLIAN STEVENS

Address B12 HOLIDAY MOBILE ESTATES, JESSUP, MD 20794

## 2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997

GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

RECORD FEE 12.00

## 4. This financing statement covers the following types (or items) of property: (list)

RECORD TAX 14.00

"CERTAIN CONSUMER HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

SNAP ON TOOLS - COMPLETE TOOL BOX

.38 SPECIAL SMITH?WESSON

WEED EATER

LAWN MOWER

CB RADIO

15 1/2' SPORTBOAT W/MOTOR &amp; TRAILER

HUMMINGBIRD FISHFINDER

RCA TV

SHARP TV

NEC VCR

Name and address of Assignee

POSTAGE 3K .50

#607120 CTTT R03 T10:51

03/14/90

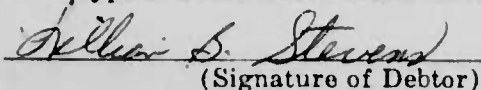
H. ERIE SCHAFER

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)  
(Signature of Debtor)

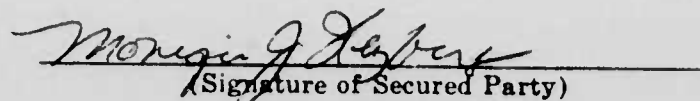
ERNEST V STEVENS

Type or Print Above Name on Above Line

  
(Signature of Debtor)

LILLIAN STEVENS

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

MONIQUE J. HERZBERGER ADMIN ASST.

Type or Print Above Signature on Above Line

12 14 50

280257

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) <b>Haagen Dazs Co., Inc.</b> <b>Glenpoint Centre East</b> <b>Teaneck, NJ 07666-6782</b> <b>Bergen</b> <b>4144-87550 B</b>	2. Secured Party(ies) and address(es) <b>HEWLETT PACKARD COMPANY</b> <b>Finance &amp; Remarketing Division</b> <b>331 East Evelyn Avenue</b> <b>Mountain View, CA 94041</b>	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  <b>RECORD FEE 17.00</b> <b>#607130 QTIT R03 T10:51</b> <b>SK 03/14/90</b>
4. This financing statement covers the following types (or items) of property: <b>Hewlett Packard Equipment per the attached equipment schedule</b> <b>***Debtor has authorized secured party to file</b> <b>Proceeds of Collateral are covered</b>		5. Assignee(s) of Secured Party and Address(es) <b>HA CO. CIRCUIT COURT</b>

Fed Id. No. 22-2472987  
Location of Equipment:  
8250 F Preston Court  
Jessup, MD 20794  
Anne Arundel

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

**Haagen Dazs Co., Inc.**  
**BY HEWLETT PACKARD COMPANY, IT'S ATTORNEY IN FACT**

By: *Andeef Klicia*  
Signature(s) of Debtor(s)

By: *Andeef Klicia*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

# HEWLETT-PACKARD

## OPERATING LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

BOOK 553 PAGE 152

LESSOR: HEWLETT-PACKARD COMPANY  
Finance and Remarketing Division  
331 E. Evelyn Ave.  
Mountain View, CA 94041

Lease Agreement # 4144-87550 (Sched. "B")  
Ref: Master Lease Agreement # 4144-87440

LESSOR TAX I.D. #: 94-1081436

LESSEE: Haagen Dazs Co., Inc.  
(Full Legal Name of Lessee)  
Glenpoint Centre East  
(Street Address)  
Teaneck Bergen New Jersey 07666-6782  
(City) (County) (State) (Zip)  
Mr. Doug Davis  
(Contact Name and Phone Number)

### EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street 8250 F Preston Court  
City Jessup County Anne Arundel State MD Zip 20794

### Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

- ☒ Master Lease Agreement # 4144-87440 ☒ HP Product Warranty, Form # Per A5305 Rev. 3/89  
☒ Purchase Discount Agreement # A5305 ☐ HP Software Terms, Form # \_\_\_\_\_ Rev. \_\_\_\_\_  
☐ \_\_\_\_\_ ☐ \_\_\_\_\_

The following Exhibits checked below are attached hereto and made a part of this Agreement:

- ☒ Early Buyout Schedule dated \_\_\_\_\_ ☐ \_\_\_\_\_  
☐ \_\_\_\_\_ ☐ \_\_\_\_\_

### Terms and Conditions:

1. Non-Cancellable Agreement: THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

2. Term: The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 36 months following the "Rent Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.

3. Rent: As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 93.96 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.

4. Amount Financed: The total amount financed under this Equipment Schedule and Payment Agreement, after deducting all applicable credits and discounts is \$ 3480.00

5. Purchase, Renewal, Return Options: Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with sixty (60) days prior written notice of its intention to:

(i) purchase all or some of the Equipment covered by this Agreement for: (CHECK ONE)

☒

$\frac{\text{Net Price of Equipment To Be Purchased}}{\text{Total Net Price of Equipment}}$	$\times$	$\frac{\text{Amount to Finance}}{\text{Sixty-five percent (65\%) of the less monthly Rents Received}}$
---	----------	--

OR

☐ the then Fair Market Value of each item of Equipment to be purchased; plus any accrued late charges and taxes applicable to the transfer of this Equipment;

(ii) renew all or some of the Equipment covered by this Agreement for an additional non-cancellable period of twelve (12) months for the:

$\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}}$	$\times$	$\frac{\text{Original Monthly Payment}}{\text{Less: 25\%}}$
---	----------	---

(iii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \times \text{Original Monthly Payment}$
--

(iv) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Agreement and Schedule, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (ii) above.

During the renewal period, Lessee may return all or some of the Equipment in accordance with the above referenced Master Lease Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with sixty (60) days prior written notice. Sixty-five percent (65%) of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Schedule and Payment Agreement up to an eighty percent (80%) maximum of the original Amount to Finance.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

#### Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
"See attached equipment list"						

NET PRICE — HARDWARE	\$ 3480.00
NET PRICE — SOFTWARE	0.00
TOTAL NET PRICE — EQUIPMENT	3480.00
OTHER COSTS	0.00
LESS: DOWN PAYMENT/CREDITS	0.00
AMOUNT TO FINANCE	3480.00

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: \_\_\_\_\_  
Authorized Signature

NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LESSEE: Haagen Dazs Co., Inc.

BY: Jim Froisland  
Authorized Signature

NAME/TITLE: Jim Froisland / Controller & Dir Mfg

DATE: 2/26/90



EQUIPMENT SCHEDULE: HAAGEN DAZS

LEASE #4144-87550 SCHED B

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE(\$)	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)
1	2335A	MULTIPLEXER	1650.00	20.00%	1320.00	1320.00
3	OPT 123	4 MODEM CONNECT	900.00	20.00%	720.00	2160.00

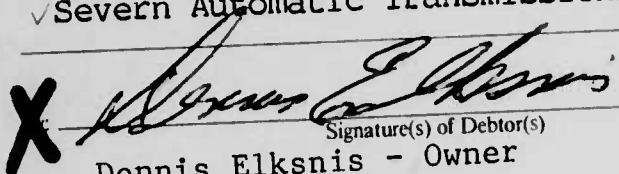
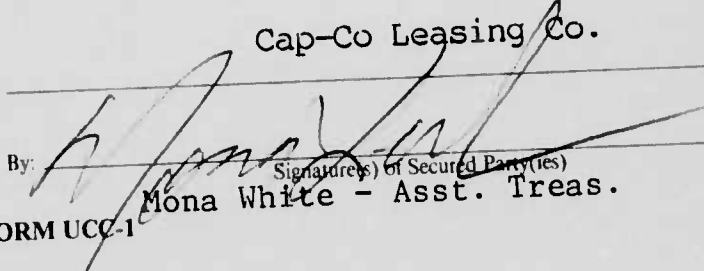
NET PRICE-HARDWARE 3480.00  
NET PRICE-SOFTWARE 0.00

TOTAL NET PRICE EQUIPMENT 3480.00  
OTHER COSTS 0.00  
LESS DOWN PAYMENT 0.00

AMOUNT TO FINANCE 3480.00

\* Indicates software item

280258

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Dennis Elksnis d/b/a ✓Severn Automatic Transmissions Box 908, Reece Road Severn, MD 21144	Cap-Co Leasing Co. 1430 N. Meacham Rd. Schaumburg, IL 60173	RECORD FEE 12.00 #607140 0777 R03 T10:53 CK 03/14/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: 1 Grand TR-5U, s/n 06939-A Four Post Lift  *Not subject to recordation tax this is a conditional sales contract		5. Assignee(s) of Secured Party and Address(es) Capitol Leasing Company 1430 N. Meacham Rd. Schaumburg, IL 60173
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with: Dennis Elksnis d/b/a ✓Severn Automatic Transmissions  X  Signature(s) of Debtor(s) Dennis Elksnis - Owner		
By:  Signature(s) of Secured Party(ies) Mona White - Asst. Treas.		
STANDARD FORM - FORM UCC-1 12 -		
(1) FILING OFFICER COPY-ALPHABETICAL		

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) DONN CORPORATION 786 ELKRIDGE LANDING LINTHICUM HEIGHTS, MD 21090 ANN ARUNDEL COUNTY # 4126-47014	2. Secured Party(ies) and address(es) HEWLETT PACKARD COMPANY FINANCE & REMARKETING DIVISION 331 EAST EVELYN AVENUE MOUNTAIN VIEW, CA 94041	For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 #607150 CTTT R03 T10:54 03/14/90 CK H. ERLE SCHAFER HH LO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. 259313-492-16		
Filed with ANN ARUNDEL COUNTY Date Filed 11-21-85 19		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. HEWLETT PACKARD revision per the attached **Debtor has authorized Secured Party to File  ALTERNATE FILING: DONN CORPORATION 1000 CROCKER ROAD WESTLAKE OH 44145		
DONN CORPORATION		No. of additional Sheets presented:
By: <u>[Signature]</u> 15		HEWLETT PACKARD COMPANY
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		By: <u>[Signature]</u>
(1) Filing Officer Copy - Alphabetical		Signature(s) of Secured Party(ies)
STANDARD FORM - FORM UCC-3		



553 PAGE 187

ADDENDUM  
I

Contract Number: 4126-47014

Addendum attached to and made a part of that Lease Agreement dated the 3rd day of October, 1985, by and between DONN CORPORATION (herein referred to as "Lessee") and HEWLETT PACKARD (herein referred to as "Lessor"). The provisions of the aforementioned printed Lease Agreement notwithstanding; Lessee and Lessor mutually agree to the following changes.

- I. The noncancellable lease term will be extended beyond the original 48 month term for an additional 12 months at a rate of 1.812%; effective November 15, 1989.

As a result of the above renewal the amount to finance remains \$218,032.35; the monthly payment changes from \$5,195.71 to \$3,950.75.

There are no other modifications than those described herein or that may have been previously agreed to by the parties in writing.

LESSOR: <u>HEWLETT PACKARD COMPANY</u>	LESSEE: <u>DONN CORPORATION</u>
BY: <u><i>Diane I. Homolak</i></u>	BY: <u><i>J. Bradford James</i></u>
NAME: <u>Diane I. Homolak</u>	NAME: <u>J. Bradford James</u>
TITLE: <u>Area Contracts/Sales Finance</u>	TITLE: <u>Vice President</u>
DATE: <u>12/11/89</u>	DATE: <u>11/21/89</u>

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE	DISC	ITEM NET PRICE	EXTENDED NET PRICE
-----	-----	-----	-----	-----	-----	-----
1	32468CH	UPGRADE TO 3000/S68	\$182,300.00	11	\$162,247.00	\$162,247.00
1	OPT. 616	UPGRADE FROM S48 W/1MB	-\$45,500.00	11	-\$40,495.00	-\$40,495.00
1	30144A	ATP SYSTEM I/F BOARD	\$3,175.00	11	\$2,825.75	\$2,825.75
2	30145A	ATP DIRECT CONNECT PORT CONTROLLER	\$6,590.00	11	\$5,865.10	\$11,730.20
1	OPT. 001	PROVIDES SERIES 6X 1ST I/O BAY	-\$250.00	11	-\$222.50	-\$222.50
6	OPT. 002	REPLACES QTY. 4 DIR CNCT RS422	\$0.00	11	\$0.00	\$0.00
1	30155A	ATP MODEM PORT CONTROLLER	\$8,140.00	11	\$7,244.60	\$7,244.60
4	30018AN	RET CREDIT FOR 30018A	-\$500.00	11	-\$445.00	-\$1,780.00
4	30019AN	RET CREDIT FOR 30019A	-\$500.00	11	-\$445.00	-\$1,780.00
1	30142A	1MB 64K RAM MEMORY BOARD	\$12,000.00	11	\$10,680.00	\$10,680.00
2	30022A	GENERAL I/O CHANNEL	\$450.00	11	\$400.50	\$801.00
2	OPT. 064	SERIES 64/68	\$0.00	11	\$0.00	\$0.00
1	30079A	GENERAL I/O CHANNEL	\$1,900.00	11	\$1,691.00	\$1,691.00
1	OPT. 064	CABLE FOR 64/68	\$0.00	11	\$0.00	\$0.00
1	45851A	HP150 II	\$2,830.00	11	\$2,518.70	\$2,518.70
1	9123D	DUAL 3.5" FLOPPY	\$715.00	11	\$636.35	\$636.35
1	13242X	HP DIRECT CONNECT TUYPE 232	\$80.00	11	\$71.20	\$71.20
HARDWARE TOTAL						\$156,168.30
1	51450A	MPE V/E MEDIA PRODUCT	\$0.00	11	\$0.00	\$0.00
1	OPT. 501	1600 BPI MAG TAPE	\$0.00	11	\$0.00	\$0.00
1	OPT. 200	LATEST MPE V/E	\$0.00	11	\$0.00	\$0.00
1	OPT. 604	HP3000 SERIES 6X	\$0.00	11	\$0.00	\$0.00
SOFTWARE TOTAL						\$0.00
*REFINANCE AMT - PARTIAL BUYOUT*						
*4126-46643; EFFECTIVE 11/15/85*						
1	30548A	48 UPGRADE	\$12,110.40		\$12,110.40	\$12,110.40
TOTAL						\$12,110.40
*REFINANCE AMOUNT - PARTIAL BUYOUT*						
*4126-46518; EFFECTIVE 11/15/85 *						
1			\$49,753.65		\$49,753.65	\$49,753.65
1	32440B	HP SERIES 44				
4	30018A	ADCC-MAIN				
4	OPT. 044	CABLE				
4	30019A	ADCC-EXTENDER				
4	OPT. 044	CABLE				
1	30161A	1MB MEMORY				
TOTAL						\$49,753.65
NET HP HARDWARE & SOFTWARE TOTAL						\$218,032.35

280259

BOOK 553 PAGE 189

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Willow Enterprises, Inc. 325 Roesler Road Glen Burnie, MD 21061	2. Secured Party(ies) Name(s) and Address(es): R.H. Belam CO., Inc. Nassau Plaza 1 Fulton Avenue Hempstead, N.Y. 11550	4. For Filing Officer: Date, Time, No. Filing Office	RECORD FEE 11.00 POSTAGE CK .50
5. This Financing Statement covers the following types (or items) of property:  See Attached Schedule  (Not subject to recordation tax) (Conditional Sales Contract)  <input checked="" type="checkbox"/> Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es): CPC Services, Inc. 660 White Plains Rd. Tarrytown, N.Y. 10591 03/14/90  7. <input type="checkbox"/> The described crops are growing or to be grown on: <input type="checkbox"/> The described goods are or are to be affixed to: <input type="checkbox"/> The lumber to be cut is on: (including oil and gas) is on: *(Describe Real Estate Below)	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:		9. Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.			
By <u>Willow Enterprises, Inc.</u> <u>[Signature]</u> Signature(s) of Debtor(s)		By <u>R.H. Belam Co., Inc.</u> <u>[Signature]</u> Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York			

- 3 - Atari 700B in S/N ✓
- 1 - Williams Fire 1061/818/860 ✓
- 1 - Williams Party Animal 321072 ✓
- 1 - Williams F14 NSN ✓
- 1 - Williams Big Guns 112727 ✓
- 1 - Williams Motordome 283428 ✓
- 1 - Williams Motivational 61380 ✓
- 1 - Williams Soccerer 56228 ✓
- 1 - Williams Soccerer 287491 ✓
- 1 - DataEast Rad Rudes 00202/00888 ✓
- 2 - Atari Road Blaster S/D 00202/00888 ✓
- 2 - Atari Road Blaster 17477/17773 ✓
- 2 - Atari Quarterback 17477/17773 ✓
- 2 - Atari Ram Page NSN/NSN ✓
- 1 - Atari Hot Rod 301 271778 ✓
- 1 - Atari Demolition Derby 335 ✓
- 1 - Atari Double Dragon II 576 ✓
- 1 - Atari Double Dragon I 576 ✓
- 1 - Atari Continental Circuit 254971 ✓
- 1 - Atari Double Dragon 186955 ✓
- 1 - Atari Hang On 188507 ✓
- 1 - Atari Chase H2 255638 ✓
- 1 - Atari R-88 Dukebox NSN ✓

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

★ TO BE RECORDED IN  
LAND RECORDS

ANNE ARUNDEL COUNTY

For Filing Officer Use	
File No.....	
Date & Hour .....	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Financ. 489-366 + 367 258372  
Record Reference 258372

Date of Filing 09-10-85

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Alarm Technologies, Inc.	2455	Hudson St	Annapolis MD	21401

Name of Secured Party or assignee	No.	Street	City	State
Regent Corporation As Assignee of Capital Bank, N.A.	1211	E. Arapahoe	Englewood CO	20006

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- ★ TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

RETURN TO:

HOWARD KATZ  
1717 NIMITZ DR. ANNAPOLIS, MD 21401

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CK

RECORD FEE 10.00

POSTAGE .50

8798490 0055 001 112143

03/14/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

FEB 26 1990

(Seal)

Debtor(s) or assignor(s)

(Corporate, Trade or Firm Name)

Gene Timmermans, As Trustee  
In Bankruptcy For Regent Corporation

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

280260

Debtor or Assignor Form

## FINANCING STATEMENT

☒ Not subject to Recordation Tax☐ To be Recorded in Land Records (For Fixtures Only).☐ Subject to Recordation Tax; Principal

Amount is \$ .....

Name of DebtorAddress

Drs. Cook &amp; Davliakos, D.M.D., P.A.

201 West Street  
Annapolis, Maryland 21401

## SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate  
list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory, equipment and supplies now owned or hereafter acquired and all proceeds (cash & non-cash) of such inventory, equipment and supplies.

DEPOSIT 11.00  
POSTAGE .50  
#750500 C345 R01 T13:02  
CK 03/14/90  
H. EMIL SCHAFER  
AA CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to or is or is to be crops, on the following real estate:

3. ☒ Proceeds } of the collateral are also specifically covered.  
☒ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Drs. Cook &amp; Davliakos D.M.D., P.A.

FARMERS NATIONAL  
BANK OF MARYLAND

BY:

*Robert A. Cook, Pres*  
Robert A. Cook, President

BY

*Luan Oaker*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

MN447401.FIS  
9342:W  
01/29/90

280261

INDEMNITY FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF:

- A. BALTIMORE COUNTY, MARYLAND
- B. ANNE ARUNDEL COUNTY, MARYLAND
- C. THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Indemnity Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF INDEMNITOR: WINDSOR MILL LAND LIMITED PARTNERSHIP  
c/o Siena Corporation  
12011 Guilford Road  
Suite 101  
Annapolis Junction, MD 20701  
Attn: Anthony R. Manganaro

2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK  
Real Estate Industries Group  
10 Light Street, 19th Floor  
Baltimore, Maryland 21202

RECORDED FEE 25.00

POSTAGE CK .50

#340050 C015 504 105:05

03/14/90

3. This Indemnity Financing Statement covers all right, title and interest of the Indemnitor in and to the following types (or items) of property:

FILE SCHAFER

AA CO. CIRCUIT COURT

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Indemnitor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term

230  
10

"Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement dated March 7, 1990 (the "Deed of Trust") executed by the Indemnitor for the benefit of Margaret D. Kirmil and James W. Dodson, Jr., as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Indemnitor certifies that no Recordation Tax is payable in connection with the recording of this Indemnity Financing Statement.

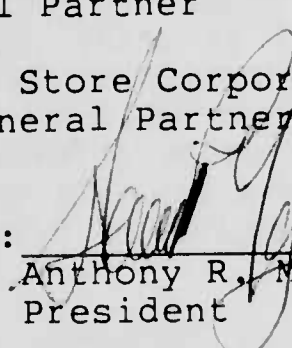
6. The Indemnitor is the record owner of the Land described in Exhibit A.

INDEMNITOR:

WINDSOR MILL LAND LIMITED  
PARTNERSHIP

By: Windsor Mill Limited Partnership,  
General Partner

By: EZ Store Corporation,  
General Partner

By:   
Anthony R. Manganaro,  
President

Filing Officer: After recordation, please return this Financing Statement to:

Abigail K. Schussheim, Esquire  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Baltimore, State of Maryland, and more particularly described as follows:

Beginning for the same at a concrete monument found at the end of the seventh line of the land described in a deed dated May 8, 1974 and recorded among the Land Records of Baltimore County in Liber 5444, folio 444 was granted and conveyed by Maryland Properties, Inc. to Bankers Trust Company and Baltimore Gas and Electric Company, said point being also at the end of the second line of the land described in a deed dated August 20, 1965 and recorded among the Land Records of Baltimore County in Liber O.T.G. 4513, folio 45 was granted and conveyed by Cora M. Whiting and others to Walter H. Macken and wife, and running thence with a portion of the eighth line of the first mentioned deed and also running reversely with and binding on the second line of the second-mentioned deed, as now surveyed by STV/Lyon Associates, with all bearings being referred to the Grid Meridian as established by the Baltimore County Metropolitan District, viz;

1. North 23°00'59" East 539.06 feet to a point in the center line of Windsor Mill Road, said point being at the end of the first line of the second above-mentioned deed and running thence, reversely, with and binding on the said first line and also running with the last line of Parcel One of the land described in a deed dated November 24, 1986 and recorded among the Land Records of Baltimore County in Liber 7357, folio 62 was granted and conveyed by Mercedes I. Macken, Personal Representative of the Estate of Walter H. Macken, Mercedes I. Macken, Individually, to Ted H. Schweitzer, Jules Sefret, and H. Richard Belman, and also running with the first line of the land described in a deed dated November 12, 1986 and recorded among the Land Records of Baltimore County in Liber 7333, folio 478 was granted and conveyed by William N. Smoot and Margaret M. Smoot, his wife, to Ted H. Schweitzer, Jules Sefret, and Harry Richard Belman, viz;
2. South 62°22'56" East 184.93 feet to a point, and thence leaving the center line of Windsor Mill Road and running with and binding on the second line of the last-mentioned deed,
3. South 23°00'59" West 513.00 feet to a point and thence running with the third line of the last mentioned deed,
4. North 58°48'11" West 75.10 feet to a 1/2 inch iron pipe herefound and thence running and binding on a portion of the first line of the land described in Liber 7357, folio 62 as Parcel One as aforesaid,

5. South 22°37'39" West 31.02 feet to a concrete monument here found at the end of the first line of Parcel One as described in Liber 7357, folio 62 as above-mentioned, said point being also at the end of the sixth line of the land described in Liber 5444 at folio 444 as before mentioned and thence running with the second line of Parcel One and also reversely with the third line of Parcel Two as described in Liber 7357, folio 62 as above-mentioned and running also with the seventh line of the land described in Liber 5444, folio 444 as before-mentioned,
6. North 62°15'35" West 110.58 feet to the point of beginning.

Containing 97,268,804 square feet or 2.2330 acres of land, more or less.

Being all of the land as described in a deed dated November 24, 1986 and recorded among the Land Records of Baltimore County in Liber 7357, folio 62 was granted and conveyed by Mercedes I. Macken, Personal Representative of the Estate of Walter H. Macken, Mercedes I. Macken, Individually, to Ted H. Schweitzer, Jules Sefret, and H. Richard Belman, and being also, all the land described in a deed dated November 12, 1986 and recorded among the Land Records of Baltimore County in Liber 7333, folio 478 was granted and conveyed by William N. Smoot and Margaret M. Smoot, his wife, to Ted H. Schweitzer, Julius Sefret, and Harry Richard Belman.

90 02 017

BOOK 553 PAGE 198

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 277250 recorded in Liber 541, Folio 137 on May 9, 1989 (date)

**1. DEBTOR(S):**

Name(s): William A. Brown and Marzie Brown T/A Brown Boys Marine Supply

Address(es): 668 Deale-Churchton Road  
Deale, Maryland 20751

**2. SECURED PARTY:**

Name: First Annapolis Savings Bank, FSB

Address: 1832 George Avenue  
Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3. ( ) CONTINUATION. The original Financing Statement referred to above is still effective.
4. ( ☒ ) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ( ) ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ( ) AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ( ) RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

**9. DEBTOR:**

William A. Brown and Marzie Brown

**SECURED PARTY:**

First Annapolis Savings Bank, FSB

By Elizabeth S. Hilbert

Elizabeth S. Hilbert, Assistant

(Type Name and Title) Vice-President

**RETURN TO**

**COLUMBIA R.E. TITLE**

**133 DEFENSE HIGHWAY # 113**

**ANNAPOLIS, MD 21401**

2-2645 (3/89)

370 3006/0001  
145873

DATE
PAGES 2
RECORDS 1
REC. TAX

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_
2. ☒ To Be Recorded among the Financing Records at Anne Arundel County
3. ☒ Not subject to Recordation Tax.
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s):

Address(es):

RGI, Inc.

152 A Blades Lane  
Glen Burnie, MD 21061

6. Secured Party: Maryland National Bank

Address: Department: LDRUPost Office Box 987, Mailstop 02/28/01Attention: Barbara A. Lewis

Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☒ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☒ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

See Schedule A

Debtor: RGI, Inc.

Secured Party: Maryland National Bank

By: \_\_\_\_\_ (Seal)

Type name and title, if any

By: Ruth F. Riley (Seal)Ruth F. Riley, AVP

Type name and title

By: John J. Rachel, President (Seal)

Type name and title, if any

MARYLAND NATIONAL BANK

207-95 REV. 1/86

RETURN TO:

✓ MARYLAND NATIONAL BANK  
ATTN: LEGAL DOCUMENTATION  
REVIEW UNIT  
P.O. BOX 17372  
BALTIMORE, MARYLAND 21203

248 A 1 - 0000 0661

SCHEDULE A

RGI, INC.

A. Contract Rights. All of the Obligor's contract rights, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the Obligor's accounts, both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash or non-cash proceeds and products of all such goods.

C. Chattel Paper. All of the Obligor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the obligor assigns and grants to the Bank a security interest in all property and goods both now owned and hereafter acquired by the Obligor which are sold, leased, secured, are the subject of, or otherwise covered by, the chattel paper and all cash and non-cash proceeds thereof.

D. Instruments. All of the Obligor's instruments (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents), both now owned and hereafter acquired, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an instrument and all cash and non-cash proceeds and products of all such goods.

E. Inventory. All of the Obligor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

F. General Intangibles. All of the Obligor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1625 Eye St. N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

☐ TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement  
Date of Filing January 21, 1988  
Maturity date (if any)

Record Reference Book 522, Page 261

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Shoepermarket, Inc.	1348	Reisterstown Rd.	Baltimore,	MD 21208

Name of Secured Party or assignee	No.	Street	City	State
Jack H. Pechter	40	York Rd.	Towson,	MD 21204

CHECK APPLICABLE STATEMENT

- ☐ CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- ☒ TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- ☐ RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ☐ ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- ☐ OTHER

RECORD FEE 1.00  
RECORD FEE 9.00  
POSTAGE .50

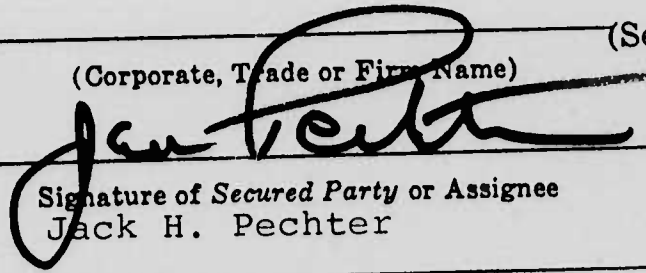
#607870 C777 R03 T13:56

03/14/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Type or print name under signature)

\_\_\_\_\_  
(Corporate, Trade or Firm Name)  
  
Signature of Secured Party or Assignee  
Jack H. Pechter  
\_\_\_\_\_  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

Raymond F. Altman, Esquire  
Suite 1500, 201 E. Baltimore Street, Baltimore, Maryland 21202  
RETURN TO: Shoepermarket, Inc., Attn: Mr. Cole Porter  
1348 Reisterstown Rd., Baltimore, MD 21208

10-50

10-50

TO BE  
XX NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
XX NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$

BOOK 553 PAGE 202  
280264

FINANCING STATEMENT

DISSEN & JUHN CORPORATION

NAME OR NAMES - Print or Type

3340 Canandaigua Rd. Macedon, New York 14502  
ADDRESS - Street No. CITY-COUNTY STATE ZIP CODE

1. DEBTOR(S)

NAME OR NAMES - Print or Type

ADDRESS - Street No. CITY-COUNTY STATE ZIP CODE

2. SECURED PARTY

MID-ATLANTIC EQUIPMENT COMPANY

NAME OR NAMES - Print or Type

9107 Owens Drive Manassas Park, Virginia 22111  
ADDRESS - Street No. CITY STATE ZIP CODE

3. This Financing Statement covers the following types of property:  
(Describe & Attach separate list if necessary).

\*\*MACHINE TO BE USED AT: CITY - SHADYSIDE, MD. COUNTY - ANNE ARUNDEL

(1) Dynapac Model CA12 PDB Pad Drum Roller, Serial No. 368

4. If above described personal property is to be affixed to real property, describe real property. RECORD FEE 11.00  
N/A POSTAGE .50

5. If collateral is crops, describe real estate.  
N/A

6. Proceeds of collateral XX are, are not covered.

7. Products of collateral are, XX are not covered.

W607980 CT77 R03 T14:12

CK 03/14/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

DEBTOR(S)

Signature of Debtor

DISSEN & JUHN CORPORATION

Type or Print

Signature of Debtor

Type or Print

MID-ATLANTIC EQUIPMENT COMPANY

Company, if applicable

Signature of Secured Party

TOM LLOYD  
CREDIT MANAGER  
Type or Print (Include Title if Co.)

To the Filing Office: After this settlement has been recorded please mail the same to:

Name & Address: MID-ATLANTIC EQUIPMENT COMPANY

9107 Owens Drive Manassas Park, Virginia 22111

Annmarc, Inc.  
Annapolis, MD  
11-50

BOOK 553 PAGE 203

MARYLAND FINANCING STATEMENT

280265

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Annmarc, Inc.  
(Name or Names)  
1982 Moreland Parkway, Annapolis, Maryland 21401  
(Address)  
LESSEE CSB 812  
(Name or Names)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
(Address)  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Capital Savings Bank, F.S.B.  
of LESSOR  
2219 York Rd. (Name or Names) Timonium, Maryland 21093  
(Address)

4. This financing Statement covers the following types (or items) of property:

See Attached Schedule A.

RECORD FEE 1.10

RECORD FEE 9.90

POSTAGE CK .50

#608000 0777 R03 T14:13

03/14/90

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx) H. ERLE SCHAFER  
CIRCUIT COURT

LESSEE LESSOR  
Annmarc, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Patrick R. Picard (Title) By: Donald A. Lounsbury Credit Manager  
Patrick R. Picard (Type or print name of person signing) Donald A. Lounsbury (Type or print name of person signing)  
By: \_\_\_\_\_ (Title) Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234  
(Type or print name of person signing)

11/50

SCHEDULE A

BOOK 553 PAGE 204

CSB 812

Attached to and made a part hereof Equipment Lease No. \_\_\_\_\_  
dated March 5, 1990.

<u>Quantity</u>	<u>Description</u>
	Northern Telecom Meridan Norstar Telephone System:
1	Norstar 8 X 24 KSU w/Power Bar
1	6 Port Expansion Module
1	Trunk Module
2	Trunk Cartridges
1	Station Module
23	Black M7208 Standard Phone Sets
2	Black M7310 Feature Phone Sets
1	Black M7324 Expanded Phone Set
1	Key Lamp Module/CAP w/Power Bar
1	Busy Lamp Field Unit
29	Wire Runs

Approved and agreed to this 5th day of March, 1990

Lessee: Annmarc, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: [Signature]

Md. 1/24/79  
L 71B  
UCC

BOOK 553 PAGE 205

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Commercial Law Article of the Annotated Code of Maryland and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 231521 Dated 3/7/80

Record Reference Liber 423 Page 118

2. DEBTOR is:

Name: Homestead Gardens, Inc.  
(Last Name First)

Address: Rt. 214 Central Ave., Davidsonville, Md. 21035

3. SECURED PARTY is:

Name: Southern Md. Production Credit Assn.

Address: P. O. Box 97 Hughesville, MD. 20637

RECORD FEE 10.00

POSTAGE .50

W608030 C777 R03 T14:21

03/14/90

The Secured Party further certifies that it no longer claims a security interest under the above Original Financing Statement.

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Commercial Law Article of the Annotated Code of Maryland, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Colonial Farm Credit, ACA

15207 Marlboro Pike, Upper Marlboro, Md. 20772

SECURED PARTY:

Southern Md. Production Credit Assn.  
(now Colonial Farm Credit, ACA)

Date: March 7, 19 90

By: Walden E. Host  
Sr. Loan Processor (Title)

185

280266

BOOK 553 PAGE 206

**FINANCING STATEMENT**

THIS FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code.

1. Name and Address of Debtor:

Family Vision Center, Inc. and  
Robin Barnett, Individually  
2620 B Annapolis Road  
Severn, MD 21144  
(301) 551-2900

2. Name and Address of Secured Party:

Doug Hicks  
4011 Edgewood Road  
Baltimore, MD

RECORD FEE 12.00  
RECORD TAX 10.50  
POSTAGE .50

3. Debtors assign to Secured Party and grants to Secured Party a security interest in the following property:

All trade fixtures, appliances, tools, apparatus, furniture, furnishings, materials, supplies, inventory and all other personal property without limitation of the Debtors located at 2620 B Annapolis Road, Severn, MD 21144.

4. The proceeds and products of collateral are covered hereunder.

5. This transaction is not exempt from the recordation tax. Principal amount of debt is One Thousand Five Hundred Dollars (\$1,500.00).

6. Return to: David A. Castro, Esquire  
926 Saint Paul Street  
Baltimore, MD 21202

DEBTORS:

FAMILY VISION CENTER, INC. by

Robin Barnett, Pres  
Robin Barnett, President

3-6-90  
Date

3-6-90  
Date

Robin Barnett, Inc  
ROBIN BARNETT, Individually

LAW OFFICES  
BRUCE EZRINE  
A PROFESSIONAL ASSOCIATION  
926 ST. PAUL STREET  
BALTIMORE, MD. 21202

669-0098

1850  
1050  
40

I HEREBY CERTIFY THAT on this 7<sup>th</sup> day of March,  
1990 that recordation tax in the amount of \$14.00 was paid to  
the Clerk, Circuit Court for Anne Arundel County.

DEBTORS:

FAMILY VISION CENTER, INC. by

3-6-90  
Date

Robin Barnett, pres  
Robin Barnett, President

3-6-90  
Date

Robin Barnett, Inc  
ROBIN BARNETT, Individually

LAW OFFICES  
BRUCE EZRINE  
A PROFESSIONAL ASSOCIATION  
926 ST. PAUL STREET  
BALTIMORE, MD. 21202  
669-0098

## FINANCING STATEMENT - FORM UCC-1

Identifying File No. **280267**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name David Lee Jacobs, IIAddress 1 Jakes Lane, Pasadena, MD 21122

## 2. SECURED PARTY

Name Mercury Marine Acceptance Corp.Address P.O. Box 428, Marlton, NJ 08053\_\_\_\_\_  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

1986 Checkmate 20' Enchanter #CHK 336661586

1986 Mercruiser 260 Engine #0A541325

1986 ShoreLine Trailer RD20-25G

RECORD FEE 11.00

POSTAGE **CK** .50

#600070 0777 R03 T14:24

03/14/90

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) SCHAFER

AA CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)X David Lee Jacobs, II  
(Signature of Debtor)David Lee Jacobs, II  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cindy Bonenberger  
(Signature of Secured Party)

Cindy Bonenberger

Type or Print Above Name on Above Line

1150

## FINANCING STATEMENT - FORM UCC-1

Identifying File No. **280268**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name David Lee Jacobs, IIAddress 1 Jakes Lane, Pasadena, MD 21122

## 2. SECURED PARTY

Name Mercury Marine Acceptance Corp.Address P.O. Box 428, Marlton, NJ 08053

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1986 Checkmate 20' Enchanter #CHK 33666I586

1986 Mercruiser 260 Engine #0A541325

1986 ShoreLine Trailer RD20-25G

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)RECORD FEE 11.00  
POSTAGE CK .50

#608080 C777 R03 714:24

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

03/14/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)X David Lee Jacobs, II  
(Signature of Debtor)David Lee Jacobs, II  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cindy Bonenberger  
(Signature of Secured Party)Cindy Bonenberger  
Type or Print Above Name on Above Line

1/5

280269

BOOK 553 PAGE 210

FINANCING STATEMENT

Loan Amount: \$7,300.00

Not subject to recordation tax

1. Name of Debtor(s): Craig Alan Mercier  
Address: 556 Belmawr Place  
Millersville, MD 21108

2. Name of Secured Party: Annapolis Banking & Trust Co.  
Address: P.O. Box 311  
Annapolis, MD 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:

1989 Stump Grinder Vamear Model #206  
Serial #366

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00

RECORD TAX 52.50

POSTAGE .50

#608250 0777 R03 T14:35

CK 03/14/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Debtor(s):

*Craig A. Mercier*  
Craig A. Mercier

Secured Party:

Annapolis Banking & Trust Co.  
(Type Name of Dealership)

By *Christine D. Whittenberger*  
(Authorized Signature)

Christine D. Whittenberger / Branch  
(Type Name and Title) Officer

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11.00  
52.50  
50

## FINANCING STATEMENT FORM UCC-1

Identifying File No. **280270**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR 6793

Name General Elevator Company, IncorporatedAddress 601 Nursery Rd., Linthicum Heights, MD 21090

## 2. SECURED PARTY

Name Diversified Leasing, Inc.Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

RECORD FEE 11.00

POSTAGE CK .50

#608450 0777 R03 T15:01

03/14/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed to or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108 (K) (4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

MIS Director

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Thomas E. Myers

Type or Print Above Name on Above Line

1150

EXHIBIT A  
DESCRIPTION OF EQUIPMENT

One (1) Ricoh FT 4460  
One (1) ARDF  
One (1) Color Developing Unit-Blue  
One (1) Console

<u>General Elevator Company, Incorporated</u> Type Full Legal Company Name			
<u>[Signature]</u> Signature	<u>David A. Barakat</u> Print Name	<u>[Signature]</u> Signature	<u>                    </u> Print Name
<u>Miss Director</u> Title		<u>                    </u> Title	
<u>February 27, 1990</u> Date		<u>February 27, 1990</u> Date	

FINANCING STATEMENT FORM UCC-1

Identifying File **280271**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR **6795**

Name Annapolis Service Center, Inc.

Address 1401 Forest Dr., Annapolis, MD 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00

POSTAGE **CK** .50

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

#608460 DT77 R03 115:01

03/14/90

One (1) Caterpillar D3B Crawler Tractor, S/N 23Y00403, with all attachments, accessories and replacements.

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Equipment location: 506 Rt. #301  
King George, VA 22485

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108 (K) (4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

*Richard Lomas*

(Signature of Debtor)

RICHARD LOMAS press

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*L.L. Summers*

(Signature of Secured Party)

L.L. SUMMERS

Type or Print Above Name on Above Line

1150

# FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)  Taurus Enterprises Inc. 2 Mayo Road Edgewater, Maryland 21037	2. SECURED PARTY  <b>THE ZAMOISKI CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 11.00  
POSTAGE GK .50

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

03/15/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR:

SECURED PARTY:

TAURUS ENTERPRISES, INC. (Type name)	THE ZAMOISKI CO.
X By: <u>[Signature]</u> (SEAL)	By: <u>[Signature]</u>
David Ward, Pres.	
X By: <u>[Signature]</u> (SEAL)	(Date Signed by Debtor) 19__
Brian Leader, Sec/Treas.	
	<b>John J. Mulkey</b> Vice President/Treasurer

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.  
Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

11/2

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

# FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

**280273**

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)	2. SECURED PARTY
Taurus Enterprises Inc. 2 Mayo Road Edgewater, Maryland 21037	<b>THE PARADIES DISTRIBUTING CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00  
POSTAGE CK .50  
#609480 C777 R03 T11:58  
03/15/90

RECEIVED BY SCHAFER  
AA CO. CIRCUIT COURT

DEBTOR:

SECURED PARTY:

TAURUS ENTERPRISES, INC.	THE PARADIES DISTRIBUTING CO.
(Type Name)	
X By: <u>[Signature]</u> (SEAL)	By: <u>[Signature]</u>
David Ward, Pres.	
X By: <u>[Signature]</u> (SEAL)	(Date Signed by Debtor) 19__
Brian Leader, Sec/Treas.	<b>John J. Mulkey</b> <b>Vice President/Treasurer</b>

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.  
Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

1150

**FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE**  
**Terms and Conditions of Security Agreement**

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

# FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

**280274**

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<b>1. DEBTOR(S) and Address(es): (last name first)</b>  Arundel Builders Inc. 520 Retford Drive Severna Park, Maryland 21146	<b>2. SECURED PARTY</b>  <b>THE PARADIES DISTRIBUTING CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00

#037500-1177 R03 711:57

CK 03/15/70

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

DEBTOR:

SECURED PARTY:

Arundel Builders Inc.

THE PARADIES DISTRIBUTING CO.

By:

(Type Name)

(SEAL)

By:

By:

Jerry Sparks, Manager

(SEAL)

(Date Signed by Debtor)

19

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 490 FOLIO 500 ON 10/16/85 (DATE)

1. DEBTOR

Name Elizabeth S. McNulty, DOB 9 Albert L. Peabody  
Address 1833 Forest Dr., Annapolis, Md. 21403

2. SECURED PARTY

SECOND NATIONAL FEDERAL SAVINGS BANK, Formerly  
Name SECOND NATIONAL BUILDING AND LOAN, INC.  
Address Phillip Morris Dr. & Route 50  
Salisbury, Md 21801  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE 50  
#900090 1345 R01 11415  
03/15/90

Second National Federal Savings Bank,  
organized and existing under the laws of  
the United States of America, formerly  
Second National Building & Loan, Inc.

Dated 3/13/90

Gage Thomas  
(Signature of Secured Party)

Gage Thomas  
Type or Print Above Name on Above Line Vice President

HYATT, CHEP & PETERS, P.A.  
1919 WEST STREET  
P. O. BOX 1052  
ANNAPOLIS, MD 21404  
1-2418

BOOK 553 PAGE 221

280275

FINANCING STATEMENT

- 1.        To Be Recorded in the Land Records.
- 2.   ✓   To Be Recorded among the Financing Statement Record.
- 3.   X   Not subject to Recordation Tax.
- 4.        Subject to Recordation Tax on an initial debt in the principal amount of                     . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of                     .

5.	Debtor's Name	Address
	M & P Homes, Inc., a Maryland corporation	6 Butler's Landing Drive Stevensville, MD 21666

6.	Secured Party	Address	RECORD FEE	11.00
	First National Bank of Maryland	18 West Street Annapolis, MD 21401	POSTAGE	.50

#0000250 0745 PM 11/15/88

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

CK

A. Inventory. All of the inventory of Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

03/15/90

B. Contract Rights. All of the contract rights of Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of Debtor (including, without limitation, all notes, notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. All Equipment, Machinery, Furniture and Fixtures. All of the equipment, machinery, furniture and fixtures of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

11.50

DEBTOR:

M & P Homes, Inc.,  
a Maryland corporation

By: Larry E. Mossman  
Larry E. Mossman, President

SECURED PARTY:

First National Bank of Maryland

By: Samuel B. Bayne, Jr.  
Samuel B. Bayne, Jr.

Mr. Clerk: Please return to M. Willson Offutt IV, Esquire,  
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street,  
P.O. Box 868, Annapolis, Maryland 21404.

A:F43786.2FS F #29

280276

BOOK 553 PAGE 223

FINANCING STATEMENT

1.        To Be Recorded in the Land Records.
2.   /   To Be Recorded among the Financing Statement Record.
3.   X   Not subject to Recordation Tax.
4.        Subject to Recordation Tax on an initial debt in the principal amount of                     . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of                     .

5. Debtor's Name	Address
M & P Contracting, Inc., a Maryland corporation	6 Butler's Landing Drive Stevensville, MD 21666

6. Secured Party	Address	
First National Bank of Maryland	18 West Street Annapolis, MD 21401	RECORD FEE 11.00 POSTAGE CK .50 #3000260 0345 PM 11-14-90 03/15/90

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of Debtor (including, without limitation, all notes, notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. All Equipment, Machinery, Furniture and Fixtures. All of the equipment, machinery, furniture and fixtures of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

DEBTOR:

M & P Contracting, Inc.,  
a Maryland corporation

By: Larry E. Mossman  
Larry E. Mossman, President

SECURED PARTY:

First National Bank of Maryland

By: Samuel B. Bayne, Jr.  
Samuel B. Bayne, Jr.

Mr. Clerk: Please return to M. Willson Offutt IV, Esquire,  
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street,  
P.O. Box 868, Annapolis, Maryland 21404.

A:F43786.FS F #29

Debtor or Assignor Form

## MARYLAND FINANCING STATEMENT

☒ Not subject to Recordation Tax☐ Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

## DEBTOR

Evergreen Gene's, Inc.

(Name)

Fourth Ave. &amp; Crain Highway

(Address)

Glen Burnie, Maryland 21061

## SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Nicholas P. Lambrow

(Name of Loan Officer)

18 West Street

(Address)

Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.



RECORD FEE 11.00

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

POSTAGE .05

#609780 CTTT R03 T08:25

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Product of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

03/16/90  
H. ERLE SCHUBER, JR.  
CLERK OF THE CIRCUIT COURT  
AA 60, CIRCUIT COURT

## DEBTOR (OR ASSIGNOR)

Evergreen Gene's, Inc.

(Seal)

(Seal)

J. Craig Hudson

(Print or Type Name)

## SECURED PARTY (OR ASSIGNEE)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

11/18

TO BE RECORDED AMONG THE  
FINANCING RECORDS

THIS TRANSACTION IS SUBJECT  
TO RECORDATION TAXES ON THE  
AMOUNT OF \$103,200.00  
WHICH HAVE BEEN PAID TO THE  
CLERK OF THE CIRCUIT COURT  
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. DEBTOR(S) R. G. ASSOCIATES, INC. and CLIFTON CLARK MARTIN, JR.  
333 S. HAMMONDS FERRY ROAD  
GLEN BURNIE, MARYLAND 21061
2. SECURED KEY FEDERAL SAVINGS BANK  
PARTY 7F GWYNNS MILL COURT  
OWINGS MILLS, MARYLAND 21117

3. This Financing Statement covers the following types of  
property: See Exhibit "A" attached hereto and made a part  
hereof.

4. If the above personal property is to be affixed to real  
property, describe real property: See Exhibit "B" attached  
hereto and made a part hereof.

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

R. G. ASSOCIATES, INC.

ROBERT A. GUERLINGER, President

CLIFTON CLARK MARTIN, JR.

RECORD FEE 14.00  
POSTAGE .50  
#716370 0237 R02 T09:52  
03/16/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;  
Dackman, Heyman, Engel & Dackman  
2221 Maryland Avenue  
Baltimore, Maryland 21218  
D&H #5844

## EXHIBIT "A"

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, not or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabineest, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interest and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel(s) of land (and the improvments now or hereafter existing thereon) situated in ANNE ARUNDEL COUNTY, Maryland, which said parcel(s) are more fully described:

SEE ATTACHED EXHIBIT "B"

EXHIBIT "B"

ALL those two lots or parcels of ground situate, lying and being in the former Seventh Election District of Anne Arundel County, Maryland being known and designated as Lots Nos. Seventeen (17) and eighteen (18), Block 4, in the subdivision made by Edgar D. Turner and Elmer C. Stile, Trustees, known as Cape Ann, formerly Cape Battee, as per plat formerly recorded among the Plat Records of Anne Arundel County in Liber No. 2, folio 12, Cabinet 1, Rod S, Folio 12; now Plat Book 6, Folio 35.

BEING the same parcels of ground which by Deed dated January 9, 1970 and recorded among the Land Records of Anne Arundel County in Liber 2335, Page 108, from William S. Green, Trustee, unto the within Grantors.

Q:20 (#2)  
A.A.County

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ — 0 —If this statement is to be recorded in land records check here. ☐This financing statement Dated 3.15.90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Catwil CorporationAddress 6653 Embarcadero Drive, Stockton, California 95209

## 2. SECURED PARTY

Name HomeFed Bank, Federal Savings BankAddress 625 Broadway, Suite #935San Diego, California 92101 - Attn: NRELG

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Description of collateral covered by this original financing statement - Exhibit A.

Description of Real Estate - Exhibit B.

Name and address of Assignee



RECORD FEE 13.00

POSTAGE .50

#900590 0345 001 110109

03/16/90

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

CATWIL CORPORATION, A California Corporation

(Signature of Debtor)

BY: GLENN MARLIN

Type or Print Above Name on Above Line

NAME: GLENN MARLIN

(Signature of Debtor)

HOMEFED BANK, Federal Savings Bank

BY: Susan E. Rad

(Signature of Secured Party)

NAME: Susan E. Rad

Type or Print Above Signature on Above Line

70-1074444 Type or Print Above Signature on Above Line

RETURN TO:

COMMERCIAL SETTLEMENTS, INC.  
1413 K Street, N.W.12th Floor  
Washington, D.C. 20005

EXHIBIT A

- (a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter installed in, attached to, or situated in or upon, or ordered for eventual delivery to the premises described in Exhibit A § herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, or used in the operation or maintenance of any such building or improvement, plant or business situated thereon, and any all replacements, substitutes, attachments, and other additions to, and tools, parts, and equipment used in connection with any of the above: and
- (b) All building materials, fixtures, building machinery and building equipment owned by Debtor and delivered on site to the Premises during the course of, or in connection with, construction of, or reconstruction of, or remodeling of, any buildings and improvements from time to time during the term hereof; and
- (c) All the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and
- (d) All of Debtor's interest in (i) all service contracts relating to the Real Property including, all accounts, contract rights, and accounts receivable, now or hereinafter in existence and all proceeds thereof, and all returned or repossessed goods arising from or relating to any of said accounts or rights, (ii) all trade names, trade marks or signage used in connection with the Premises without representation or warranty, and solely for use in connection with operation of the Premises,

- (iii) all guaranties and warranties from manufacturers, materialmen and contractors for work done on or to the Premises; and
- (e) All leases, written or oral, and all agreements for uses and occupancy of any portion of the Premises, whether now existing or hereafter entered into; any and all extensions and renewals thereof and any and all further leases or agreements; the right to collect all earnings, revenues, rents, issues, profits, and other income of and from the Premises and the collateral; and
- (f) Any and all governmental permits, approvals, inspections, orders, certificates, licenses and the like issued to or for the benefit of the Debtor or its agents, employees or partners, affecting the Premises; and
- (g) All general intangibles, now owned or hereafter acquired or arising, of whatever type, including (but not limited to) tax refunds, insurance proceeds from policies covering the Real Property and all proceeds of any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply all cash or non-cash proceeds of any insurance, judgment or settlements made in lieu thereof, for damage to the Premises; and
- (h) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

Proceeds are covered by this Security Agreement and Financing Statement.

Lots 5a, 5b, and 5c as shown on Plat of Subdivision for HARBOUR GATES as per plat thereof recorded in Plat Book 124 at page 41 among the Land Records of Anne Arundel County, Maryland, being in the Second Assessment District.

Together with the right to use the recreational area shown on Lot 6 of said subdivision set aside for the recreational use of the residents of the subdivision in the Owner's Dedication on said plat of subdivision.

Together with the right to use the green areas shown on the said plat of subdivision reserved for the recreational use of the owners and residents of the individual lots in which the green areas lie in the Owner's Dedication on said plat of subdivision. Lots 5a, 5b, and 5c are for these purposes considered one (1) lot.

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ — 0 —If this statement is to be recorded in land records check here. ☐This financing statement Dated 3-15-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Catwil CorporationAddress 6653 Embarcadero Drive, Stockton, California 95209

## 2. SECURED PARTY

Name HomeFed Bank, Federal Savings BankAddress 625 Broadway, Suite #935San Diego, California 92101 - Attn: NRELG

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

Description of collateral covered by this original financing statement - Exhibit A.

Description of Real Estate - Exhibit B.

Name and address of Assignee

RECORD FEE 17.00

POSTAGE .50

#200620 0345 R01 T10:09

03/16/90

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

CATWIL CORPORATION, A California Corporation

(Signature of Debtor)

BY: GC m r u/r

Type or Print Above Name on Above Line

GALIN MABIZON

NAME:

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOMEFED BANK, Federal Savings Bank

BY: Susan E. Rod

(Signature of Secured Party)

NAME: Susan E. Rod

Type or Print Above Signature on Above Line

RETURN TO:  
COMMERCIAL SETTLEMENTS, INC.  
1413 K Street, N.W.  
12th Floor  
Washington, DC 20005

90-1098LWH

EXHIBIT A

- (a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter installed in, attached to, or situated in or upon, or ordered for eventual delivery to the premises described in Exhibit B herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, or used in the operation or maintenance of any such building or improvement, plant or business situated thereon, and any all replacements, substitutes, attachments, and other additions to, and tools, parts, and equipment used in connection with any of the above: and
- (b) All building materials, fixtures, building machinery and building equipment owned by Debtor and delivered on site to the Premises during the course of, or in connection with, construction of, or reconstruction of, or remodeling of, any buildings and improvements from time to time during the term hereof; and
- (c) All the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and
- (d) All of Debtor's interest in (i) all service contracts relating to the Real Property including, all accounts, contract rights, and accounts receivable, now or hereinafter in existence and all proceeds thereof, and all returned or repossessed goods arising from or relating to any of said accounts or rights, (ii) all trade names, trade marks or signage used in connection with the Premises without representation or warranty, and solely for use in connection with operation of the Premises,

(iii) all guaranties and warranties from manufacturers, materialmen and contractors for work done on or to the Premises; and

- (e) All leases, written or oral, and all agreements for uses and occupancy of any portion of the Premises, whether now existing or hereafter entered into; any and all extensions and renewals thereof and any and all further leases or agreements; the right to collect all earnings, revenues, rents, issues, profits, and other income of and from the Premises and the collateral; and
- (f) Any and all governmental permits, approvals, inspections, orders, certificates, licenses and the like issued to or for the benefit of the Debtor or its agents, employees or partners, affecting the Premises; and
- (g) All general intangibles, now owned or hereafter acquired or arising, of whatever type, including (but not limited to) tax refunds, insurance proceeds from policies covering the Real Property and all proceeds of any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply all cash or non-cash proceeds of any insurance, judgment or settlements made in lieu thereof, for damage to the Premises; and
- (h) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

Proceeds are covered by this Security Agreement and Financing Statement.

Lot 2 as shown on Plat of Subdivision for HARBOUR GATES as per plat thereof recorded in Plat Book 124 at page 41 among the Land Records of Anne Arundel County, Maryland, being the Second Assessment District.

Together with the right to use the recreational area shown on Lot 6 of said subdivision set aside for the recreational use of the residents of the subdivision in the Owner's Dedication on said plat of subdivision.

Together with the right to use the green areas shown on the said plat of subdivision reserved for the recreational use of the owners and residents of the individual lots in which the green areas lie in the Owner's Dedication on said plat of subdivision.

## FINANCING STATEMENT FORM UCC-1

Identifying File No. **280286**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐This financing statement Dated March 7, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Terry Haffelfinger & Pamela FesserAddress Wayson's Mobile Home Park Lot 117

## 2. SECURED PARTY

Name Dawn D. WalterAddress Wayson's Mobile Home Park Lot 117Lothian, MD 20711

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 7, 2002

4. This financing statement covers the following types (or items) of property: (list)

Used 1985 Schult 24x48 Seial No. E204262  
Washer, Dryer, CA, stove, refrigerator

( Including All Household Goods )

Name and address of Assignee

First Manufactured Housing  
Credit Corp.P.O. Box 190Glen Burnie, Maryland 21061

RECORD FEE 12.00

#610010 0777 R03 T07:33

03/16/90

H. ERLE SCHAFER

44 CR. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☒ (Products of collateral are also covered)Terry Haffelfinger  
(Signature of Debtor)

Terry Haffelfinger

Type or Print Above Name on Above Line

Pamela Fesser  
(Signature of Debtor)

Pamela Fesser

Type or Print Above Signature on Above Line

Jean Puller  
(Signature of Secured Party)

Jean Puller

First Manufactured Housing Credit Corp

Type or Print Above Signature on Above Line

10500

## FINANCING STATEMENT

280287

Not Subject to Recordation Tax

Name of DebtorMailing AddressMARY E. MERSON  
ARTHUR E. MERSONLOT 2 SUMMERHILL MHP  
CROWNSVILLE, MD 21032SECURED PARTYSTERLING BANK & TRUST CO.  
(Assignee)ADDRESS: 111 WATER STREET  
BALTIMORE, MARYLAND 21202

1. This Financing Statement covers the following types (or items) of property (the collateral).

1990 IMPERIAL NC. 60X28 SERIAL #9000317AB

2. Proceeds and products of the collateral are also specifically cover.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00

POSTAGE .50

#610020 DTTT R03 T09:34

03/16/90

Debtor

Secured Party

x Mary E. Merson  
Arthur E. Merson  
 \_\_\_\_\_  
 \_\_\_\_\_

STERLING BANK & TRUST CO. H. ERLE SCHAFER  
 BY ALL AA CO. CIRCUIT COURT

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and CHESAPEAKE MOBILE HOMES INC. which has been assigned to STERLING BANK & TRUST CO.

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## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Andrew C. QueenAddress P.O. Box 351 Gambrills, Maryland 21054

## 2. SECURED PARTY

Name Suit & wells Equipment Company, Inc.Address 6300 Crain Highway Upper Marlboro, Maryland 20772J.I. Case Credit Corp. P.O. Box 292 Racine, Wisconsin 53401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1- New Case Model 580K 4 Wheel Drive Loader  
Extendahoe

Serial # JYG0019669

Name and address of Assignee

J. I. Case Company and/or  
J. I. Case Credit Corporation  
P. O. Box 292  
Racine, WI 53401

THIS IS A RETAIL INSTALLMENT CONTRACTCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Andrew C Queen  
(Signature of Debtor)

Andrew C. Queen  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay R Weamer  
(Signature of Secured Party)  
Jay R. Weamer Sales Manager  
Suit & Wells Equipment Co. Inc.  
Type or Print Above Signature on Above Line

RECORD FEE 11.00

POSTAGE .50

H610030 C177 R03 T09:34

03/16/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

PARTIES	
Debtor name (last name first if individual) and mailing address:	1
Marvin J. Lawrence 1509 F. Flander Ln. Lot#1509 Harwood, MD. 29776	
Debtor name (last name first if individual) and mailing address:	1a
Crystal L. Lawrence 1509 F. Flander Ln. Lot#1509 Harwood, MD. 29776	
Debtor name (last name first if individual) and mailing address:	1b
Secured Party(ies) names(s) (last name first if individual) and address for security interest information:	2
Green Tree Acceptance P.O. Box 4488 Woodbridge, VA. 22194	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	2a
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility.	3
SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):-	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania- <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county.	
d. already subject to a security interest in another jurisdiction- <input type="checkbox"/> when the collateral was moved to Pennsylvania. <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above):	
Green Tree Acceptance	

FINANCING STATEMENT	
Uniform Commercial Code Form UCC-1	
IMPORTANT-Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
553 PAGE 240 280289	
RECORD FEE 12.00 #610150 0777 R03 T09:49 03/16/90 H. ERLE SCHAFER 5	
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box): <input type="checkbox"/> Secretary of the Commonwealth. <input type="checkbox"/> Prothonotary of _____ County. <input type="checkbox"/> real estate records of _____ County.	
Number of Additional Sheets (if any):	
Optional Special Identification (Max. 10 characters):	
COLLATERAL	
Identify collateral by item and/or type: 1971 Newport Monticello 24 X 52	
AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURES'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT CONTRACT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASING MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW, EQUIVALENT STATUTE."	
<input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):- a. <input type="checkbox"/> crops growing or to be grown on - b. <input type="checkbox"/> goods which are or are to become fixtures on - c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on - d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
the following real estate: Street Address: Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet.	
Name of record owner (required only if no Debtor has an interest of record):	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
1 Marvin J. and Crystal L. Lawrence	
1a Marvin J. Lawrence	
1b Crystal L. Lawrence	
RETURN RECEIPT TO:	
Green Tree Acceptance P.O. Box 4488 Woodbridge, VA. 22194	

FINANCING STATEMENT

1. ☐ To be recorded in the Land Records.

2. ☐ To be recorded among the Financing Statement Records.

3. ☐ Not subject to Recordation Tax.

4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 25,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

(175.00)

5. Debtor(s) Name(s)  
Comanco, Inc.

Address(es)  
2139 Defense Highway  
Crofton, Maryland 21114

6. Secured Party  
First Annapolis Savings Bank, FSB

Address 2024 West Street  
Annapolis, Maryland 21401

Attention: Linda Taggart, Commercial Loan Processor  
(Type name & Title)

RECORD FEE 11.00  
RECORD TAX 175.00  
POSTAGE .50

#610160 CTTT R03 T07150  
03/16/90

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. ☐ All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtor: Comanco, Inc.

Judith E. Faust, President (Seal)

(Seal)

(Seal)

(Seal)

Mr. Clerk: Please return to First Annapolis Savings Bank, FSB, to the officer and at the address set forth in paragraph 6 above.

2-2820 (1/88)

11- 175.50

SCHEDULE A

I. Computer Equipment

External 285 Hard Drive Storage Dimensions. LAN 2 320S, Number 05MD326629.

Memory Upgrade: 2m Upgrade/Total of 4m. 2MB MEM BD 386/16, Number 06PA2000/16.

IBM Model 25 Work Stations includes: 640KB RAM, network card and connectors. Number 8896607.

Novell Upgrade 2.0 to 2.15. Advanced Netware Assurance, Number 22MD273509.

II. Panels and Connectors

QTY	PRODUCT NO.	DESCRIPTION
11	PA6260	Fabric Panel 62Hx60"W
5	PA6236	Fabric Panel 62Hx36"W
3	PA6212	Fabric Panel 62Hx12"W
6	PA6230	Fabric Panel 62Hx24"W
9	CN29062	90 Degree Connect 62"H
1	CN362	3-Way Connect 62"H
2	SLC62	Straight Line Connect 62"H
2	CN462	4-Way Connect 62"H
12	EC62	End Cap 62"H
5	TC62	Wall Connector 62"H
11	SH6012	Shelf 60"Wx12'D

WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE: 2024 WEST STREET, ANNAPOLIS, MARYLAND 21401  
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON (301) 261-8800

• OPERATIONS CENTER: 1832 GEORGE AVENUE, ANNAPOLIS, MARYLAND 21401  
• ANNAPOLIS 263-7771 / BALTIMORE 269-1108 / WASHINGTON (301) 261-2493  
•

E - 4122

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.  
W. G. L. Co. FORM 0-9352A

Check below if goods are  
or are to become fixtures.

BOOK 553 PAGE 243

For Filing Officer Use

File No. ....  
Date &  
Hour .....

☒ TO BE RECORDED IN  
LAND RECORDS

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement Liber 423 Folio 241  
Date of Filing March 13, 1980 11:04 a.m.  
Record Reference .....

1. Debtor(s)

William B. Whitcher "et ux" Catherine J. Whitcher

Name or Names—Print or Type

100 Welchs Dr., Edgewater, MD

Address—Street No.,

City - County

State

Zip Code

2. Secured Party

Washington Gas Light Company

Name or Names—Print or Type

1100 H Street, N.W.,

Washington,

D.C.

20005

Address—Street No.,

City - County

State

Zip Code

3. Maturity Date (if any) March, 1990

RECORD FEE 10.00

CHECK APPLICABLE STATEMENT

☐ CONTINUATION

The original Financing Statement identified above by file number is still effective.

☒ TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

☐ RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

☐ ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

☐ OTHER

RETURN TO:

Debtor (s) or assignor (s)

Washington Gas Light Company

(SEAL)

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

T.C. Hochstein, Manager

(Owner, Partner or Officer and Title)

(Signatures must be in ink)

(Type or print name under signature)

166

## FINANCING STATEMENT FORM UCC-1

Identifying File No. **280291**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0If this statement is to be recorded in land records check here. ☐This financing statement Dated SEPT. 13, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.ANNE ARUNDEL COUNTY

## 1. DEBTOR

Name Financial News Network, Inc.Address 6701 Center Drive West, Los Angeles, CA 90045

## 2. SECURED PARTY

Name Ally Capital CorporationAddress 85 Liberty Ship Way, Suite 203, Sausalito, CA 94965

RECORD FEE 1.10

RECORD FEE 9.90

.50

#410300 CT77 R03 T10:06

03/16/90

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

THIS IS A LEASE.  
THERE IS NO SECURITY INTEREST BEING TAKEN.Name and address of Assignee  
USX Credit Corporation  
600 Grant Street  
Pittsburg, PA 15219CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

FINANCIAL NEWS NETWORK, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ALLY CAPITAL CORPORATION

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/50

EXHIBIT A

All of Debtor's right, title and interest in (i) the Equipment subject to the Primary Master Lease Agreement (No. 13300) dated August 8, 1989 between Secured Party as Lessor and Debtor as Lessee, including all replacements, parts and substitutions therefor, and accessions thereto; (ii) the Primary Lease Agreement (No. S18900) dated August 8, 1989 between FNN as Lessor and United Press International, Inc. as Lessee; and (iii) all proceeds of any of the foregoing."

553 246  
STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

280292  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ .00

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name United Press International, Inc.

Address 1400 Eye Street, NW, Washington, D.C. 20005

2. SECURED PARTY

Name Financial News Network, Inc.

Address 6701 Center Drive West, Los Angeles, CA 90045

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
ASSIGNEE

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EXHIBIT A ATTACHED HERETO AND MADE A PART  
HEREOF

Name and address of Assignee  
USX Credit Corporation  
600 Grant Street  
Pittsburg, PA 15219

THIS IS A LEASE.  
THERE IS NO SECURITY INTEREST BEING TAKEN.

RECORD FEE 11.00  
POSTAGE .50  
#610310 C777 R03 T10:06  
03/16/90

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

UNITED PRESS INTERNATIONAL, INC.  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

GARY A. PRINCE

Type or Print Above Signature on Above Line

FINANCIAL NEWS NETWORK, INC.

(Signature of Secured Party)

C. STEVEN BOLEN

Type or Print Above Signature on Above Line

EXHIBIT A

All of Debtor's right, title and interest in the Equipment subject to the Primary Master Lease Agreement (No. SL8900) dated August 8, 1989 between Secured Party as Lessor and Debtor as Lessee, including all replacements, parts and substitutions therefor, and accessions thereto, and proceeds of the foregoing."

553 248 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 280293

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ally Capital Corporation

Address 85 Liberty Ship Way, Suite 203 Sausalito, CA 94965

2. SECURED PARTY

Name USX Credit Corporation

Address 600 Grant Street Pittsburgh, PA 15219

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

THIS IS A LEASE.  
THERE IS NO SECURITY INTEREST BEING TAKEN.

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#610320 DTTT R03 T10:07

03/16/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

(Signature of Debtor)

ALLY CAPITAL CORPORATION

Type or Print Above Name on Above Line

Thomas Connely

(Signature of Debtor)

Thomas Connely

Type or Print Above Signature on Above Line

USX CREDIT CORPORATION

Shirley UP

(Signature of Secured Party)

Shirley UP

Type or Print Above Signature on Above Line

1/5/90

EXHIBIT A

All of Debtor's right, title and interest in and to (i) the Primary Master Lease Agreement (No. 13300) dated August 8, 1989 between Debtor as Lessor and Financial News Network, Inc. ("FNN") as Lessee (the "Lease"), (ii) the Primary Master Lease Agreement (No. SL8900) dated August 8, 1989 between FNN as Sublessor and United Press International, Inc. as Sublessee (the "Sublease"), (iii) all Equipment subject to the Lease and the Sublease, including all replacements, parts and substitutions therefor, and accessions thereto, and (iv) all proceeds of any of the foregoing."

## STATE OF MARYLAND

BOOK 553 PAGE 250

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272862RECORDED IN LIBER 527 FOLIO 60 ON May 17, 1988 (DATE)

## 1. DEBTOR

Name TransFinancial Leasing Corp.Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.Address 7711 Quarterfield roadGlen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION ☒  
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00  
POSTAGE .50  
#610330 0777 R03 T10:08  
03/16/90  
H. MIRLE SCHAFER  
AA CO. CIRCUIT COURT

Dated February 28, 1990

Irvington Federal Savings and Loan Assn.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

Anne Arundel County  
handrehab

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272860

RECORDED IN LIBER 527 FOLIO 58 ON May 17, 1988 (DATE)

## 1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield road  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION ☒  
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00

POSTAGE .50

#610340 CT77 R03 T10:00

03/16/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Irvington Federal Savings and Loan Assn.

Dated February 28, 1990

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

Anne Arundel County  
ohara

156

## STATE OF MARYLAND

BOOK 553 PAGE 252

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272851RECORDED IN LIBER 527 FOLIO 49 ON May 17, 1988 (DATE)

## 1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield road  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION ☒  
(Indicate whether amendment, termination, etc.)



RECORD FEE 10.00  
POSTAGE .50  
#610350 C777 R03 T10:00  
03/16/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Irvington Federal Savings and Loan Assn.

Dated February 28, 1990

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

Anne Arundel County  
jup

102

## STATE OF MARYLAND

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272855RECORDED IN LIBER 527 FOLIO 53 ON May 17, 1988 (DATE)

## 1. DEBTOR

Name TransFinancial Leasing Corp.  
 Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
 Address 7711 Quarterfield road  
Glen Burnie, MD 21061  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION ☒  
 (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00

POSTAGE .50

#410340 CYTT R03 T10:00

03/16/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Irvington Federal Savings and Loan Assn.

Dated February 28, 1990

Susan L. Thompson  
 (Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
 Type or Print Above Name on Above Line

Anne Arundel County  
 tampa

158

280294

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Robert Harris 7997 Nolecrest Road Glen Burnie, MD 21061 M-34271A	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	<p>RECORD FEE 11.00 STAGE .50 #610120 DTTT R03 TOP:40 03/16/90</p> <p>For Filing Officer</p> <p>H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es):	
<p>(5) This Financing Statement Covers the Following types [or items] of property.</p> <p>One (1) Used Caterpillar Model #963LGP Track Type Loader S/N 112615</p> <p>NOT SUBJECT TO RECORDATION TAX</p>		
<p><input type="checkbox"/> Products of the Collateral Are Also Covered.</p>		
<p>(6) Signatures: Debtor(s)</p> <p>Robert Harris</p> <p><i>[Signature]</i></p> <p>Standard Form Approved by N.C. Sec. of State and other states shown above.</p>		<p>Secured Party(ies) [or Assignees]</p> <p>Alban Tractor Co., Inc.</p> <p>(By) <i>[Signature]</i></p> <p>Signature of Secured Party Permitted in Lieu of Debtor's Signature:</p> <p>(1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/></p> <p><input type="checkbox"/> Collateral Is Brought Into This State</p> <p><input type="checkbox"/> Debtor's Location Changed To This State</p> <p>(2) For Other Situations See: G.S. 25-9-402 (2)</p> <p>UCC-1</p>

1150

(1) Filing Officer Copy - Numerical

RETURN TO:  
BAY TITLE COMPANY  
P. O. Box 3323  
222 Severn Avenue  
Annapolis, Maryland 21403

T5173LD

BOOK 553 PAGE 255

280295

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS ☐ YES ☒ NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 02-19-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

J & H Associates, Inc. T/A Help-U-Sell of Annapolis  
2588 Tarnans Branch Crossing  
Davidsonville, MD 21035

Check the box indicating the kind of statement.  
Check only one box.

- (X) ORIGINAL FINANCING STATEMENT  
( ) CONTINUATION ORIGINAL STILL EFFECTIVE  
( ) AMENDMENT  
( ) ASSIGNMENT  
( ) PARTIAL RELEASE OF COLLATERAL  
( ) TERMINATION

Name and address of Secured Party

Bay National Bank  
2661 Riva Road

Annapolis, MD 21401

Name and address of Assignee



RECORD FEE 12.00

POSTAGE .50

RECORD FEE 001 714:41

02/19/90

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt: \$

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- ( ) already subject to a security interest in the state of \_\_\_\_\_ when it was brought into this state or when the debtor's location was changed to this state, or  
( ) which is proceeds of the original collateral described above in which a security interest was perfected.

J&H Associates, Inc. T/A Help-U-Sell of Annapolis

By: Howard L.C. Fleck  
Howard L.C. Fleck, President

Bay National Bank

Thomas D. O'Brien, V.P.  
Signature of Secured Party  
Thomas D. O'Brien, Vice President

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FINANCING STATEMENT

1. ☒ To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
2. ☐ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. ☐ Not Subject to Recordation Tax.
4. ☒ Recordation Tax has been paid on the principal amount of Three Hundred Ninety-Two Thousand Dollars (\$392,000.00) in connection with the filing of the Purchase Money Deed of Trust and Security Agreement described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)  
 19-29 Lafayette Partnership, 136 West Street  
 a Maryland general partnership Annapolis, Maryland 21401

6. Secured Party Address  
 Bay National Bank 2661 Riva Road  
 Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust and Security Agreement dated March 12, 1990 from Debtor(s) to Ronald E. Council and Lee M. Donovan, Trustees (the "Purchase Money Deed of Trust and Security Agreement"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the

RECORD FEE 17.00  
 POSTAGE .50  
 #717340 C237 R02 15:06  
 03/16/90

H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

LAW OFFICES  
 MANIS,  
 SNIDER, BUCK &  
 MIGDAL  
 CHARTERED  
 P.O. BOX 2400  
 ANNAPOLIS, MD 21404  
 (301) 263-8855

1700  
 1730

LA092.1

Purchase Money Deed of Trust and Security Agreement, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR(S):

SECURED PARTY:

19-29 LAFAYETTE PARTNERSHIP,  
a Maryland general partnership

BAY NATIONAL BANK

By: *Mark A. Myers* (SEAL)  
MARK A. MYERS, General Partner

By: *Thomas D. O'Brien* (SEAL)  
THOMAS D. O'BRIEN,  
Vice President

By: *Melissa Myers* (SEAL)  
MELISSA MYERS, General Partner

By: *Richard S. Neville* (SEAL)  
RICHARD S. NEVILLE, General Partner

By: *Barbara J. Bitters* (SEAL)  
BARBARA J. BITTERS, General Partner

Mr. Clerk: Please return to: Manis, Snider, Buck & Migdal,  
Chartered  
Attn: Pat Weiss  
P.O. Box 2400  
Annapolis, Maryland 21404

LAW OFFICES  
MANIS,  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(301) 263-8855

## EXHIBIT 'A'

BEGINNING for the same at an "X" mark found in an existing concrete sidewalk on the easternmost side of Lafayette Avenue, formerly Second Street, 40 ft. right of way; said point marks the beginning of the first parcel as described in that conveyance from Maggie A. Friemel, Gladys Estelle Gray Sanford, and Edward J. Sanford, her husband, to Bernard Legum and Rose Legum, his wife by Deed dated the 11th day of September, 1943 and recorded among the Land Records of Anne Arundel County in Liber JHH 283, folio 402. Thence from the point of beginning so fixed and leaving said Lafayette Avenue and binding on the outlines, reversely of said conveyance to Legum and with bearings referred to the meridian as shown on the Plat entitled "Section Two, City Gate" and recorded among the Plat Records of Anne Arundel County in Plat Book 77, page 27, the following two bearings and distances:

(1) North 86° 53' 27" East 90.00 ft.; thence

(2) South 03° 06' 33" East, 75.00 ft. to intersect the northernmost outline of the second parcel described in the aforementioned conveyance to Legum; thence leaving said first parcel and binding on part of the outlines described in said second parcel and with meridian corrected as aforesaid, the following three bearings and distances

(3) North 86° 53' 27" East, 2.75 ft.; thence

(4) South 03° 06' 33" East, 15.00 ft.; thence

(5) South 86° 53' 27" West, 92.75 ft. to an "X" mark found in an existing concrete sidewalk of the aforementioned Lafayette Avenue, 40 ft. right of way; thence binding on said Lafayette Avenue

(6) North 03° 06' 33" West, 90.00 ft. to the point of beginning. Containing 8,141.25 sq. ft. of land more or less, within the bounds of this description, according to a Survey and Plat dated 3/5/90 by C. D. Meekins and Associates, Inc., Consulting Engineers and Surveyors.

The improvement thereon being known and designated as Nos. 19, 21, 23, 25, 27, and 29 Lafayette Avenue.

LAW OFFICES  
MANIS,  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(301) 263-8855

BOOK 553 PAGE 259

STATE OF MARYLAND

FINANCING RECORDS

## FINANCING STATEMENT FORM UCC-1

Identifying File No.

280297

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

See attached recordation tax allocation certificate for amount of tax due.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Alford Industries Inc.  
Industrial Avenue  
Address P.O. Box 300 -- Ridgefield Park, New Jersey 07660

## 2. SECURED PARTY

Name Household Commercial Financial Services, Inc.  
2700 Sanders Road  
Address Prospect Heights, Illinois 60070

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N.A.

4. This financing statement covers the following types (or items) of property: (list)

See Schedule I attached hereto and made a part hereof.



RECORDING FEE 29.00  
POSTAGE 50  
BALTIMORE COUNTY 115129  
03/14/90

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)
- ☒ (Products of collateral are also covered)
- ALFORD INDUSTRIES INC.

Filed with:  
County Clerk, Anne Arundel  
County, Maryland

  
(Signature of Debtor)

HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

22

130

Return to:

CHICAGO TITLE INSURANCE CO. OF MD.  
110 ST. PAUL ST.  
BALTIMORE, MD. 21202

SCHEDULE 1  
to  
UCC-1 Showing Alford Industries Inc. as Debtor and  
Household Commercial Financial Services, Inc.  
as Secured Party

Current Addresses of Debtor; Third Party Locations of Debtor's  
Goods; Tradenames of Debtor; Description of Secured Party and  
Collateral

Attached to and forming a part of that certain UCC-1 Financing Statement of ALFORD INDUSTRIES INC., as Debtor, and HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC., as Secured Party, in connection with that certain Security Agreement (the "Security Agreement") dated as of March 15, 1990, as amended from time to time, between Debtor and Secured Party (Capitalized terms used but not otherwise defined herein are used herein as defined in the Uniform Commercial Code as in effect in the State of Illinois on the date of the Security Agreement).

1. Addresses of Debtor

Industrial Avenue  
Ridgefield Park, New Jersey 07660

545 Dell Road  
Carlstadt, New Jersey 07072

217 Brook Avenue  
Passaic, New Jersey 07055

2631-57 Merchant Drive  
Baltimore, Maryland 21230

2619-29 Merchant Drive  
Baltimore, Maryland 21230

2659-67 Merchant Drive  
Baltimore, Maryland 21230

26959-2771 Merchant Drive  
Baltimore, Maryland 21230

2601-29 Merchant Drive  
Baltimore, Maryland 21230

JNL/32W/LAN-EXA

7600 Energy Parkway  
Linthicum, Maryland 21226

1301-K Westinghouse Blvd.  
Charlotte, NC 28217

2. Tradenames of Debtor

Borrower has registered the following tradenames in the following states:

1. Alford Cartons (MD)
2. Alford Graphics (NJ; NY)
3. Alford Gravure (MD; NJ)
4. Alford Label (MO; NJ)
5. Alford Packaging (CA; MD; NJ)
6. Mastercraft Graphics (NJ; NY)
7. Uni-Dec Division of Alford Industries, Inc.  
( PA-Dep't of State; Erie Co.)

3. Household Commercial Financial Services, Inc. acts as Secured Party as agent for itself and all present and future holders of any liabilities arising under or in connection with (i) that certain Secured Credit Agreement, dated as of March 15, 1990, by and between Debtor and Secured Party; (ii) any promissory notes issued under or in connection with such Secured Credit Agreement; (iii) any agreements or instruments granting any security interest or lien to secure any of the foregoing; (iv) any amendments, modifications, waivers and renewals relating to any of the foregoing; and (v) any other instruments, documents or agreements relating to any of the foregoing.

4. Collateral shall include all personal property of Debtor wherever located, whether now or hereafter existing, owned, licensed, leased, consigned, arising or acquired, including, without limitation, all of Debtor's:

- (i) Accounts;
- (ii) Goods (as defined in the Security Agreement, including, without limitation, all of Debtor's Equipment, fixtures and Inventory);
- (iii) General Intangibles, including, without limitation,
  - (A) All tax refunds,
  - (B) All foreign and United States (including, without limitation, each individual State thereof) trademarks and trademark registrations, tradenames and tradename registrations and service marks and service mark registrations and applications therefor now or hereafter owned by Debtor, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration, tradename and tradename registration, service mark and service mark registration and applications therefor and all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of the foregoing, including, without limitation, licenses, royalties and proceeds of suits,
  - (C) All foreign and United States patents and applications for patents, and any and all, and all applications for, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto through the world, and all proceeds of the foregoing, including, without limitation, licenses, royalties and proceeds of infringement suits,
  - (D) All copyrights, registered or unregistered, statutory or common law, now or hereafter in force throughout the world, and all applications

for registration thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all proceeds of the foregoing, including, without limitation, licenses, royalties and proceeds of suit, including, without limitation, all of Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office,

- (E) Rights arising from time to time to receive payment under a billing to a Person representing such Person's obligation to reimburse Debtor for indebtedness paid or to be paid by Debtor for such Person's account,
- (F) Rights arising out of leases, licenses and contracts which are not Accounts, and
- (G) Rights arising under the Tax Sharing Agreement (as defined in the Security Agreement).
- (iv) Chattel Paper, Documents, Instruments, Certificated Securities and Uncertificated Securities;
- (v) Money and personal property now or at any time in the possession or under the control of, or in transit to, Secured Party, Continental Bank N.A., as agent for the Secured Party, (in such capacity, along with its successors and assigns in such capacity, "Agent Bank"), Debtor or any bailee, agent or custodian of Secured Party, Agent Bank or Debtor;
- (vi) Right, title and interest (if any) in and to all accounts of Debtor maintained by Agent Bank and any other accounts maintained by Agent Bank, Debtor, all funds on deposit therein, all investments arising out of such funds, all claims thereunder or in connection therewith, and all cash, securities, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of such accounts, such funds or such investments;
- (vii) Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing;

(viii) Insurance policies, including claims or rights to payment thereunder; and

(ix) Liens, guaranties and other rights and privileges pertaining to any of the Collateral;

together with: (x) all books, ledgers, books of account, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing; and (y) all proceeds, products, rents, issues, profits and returns of and from any of the foregoing.

For purposes of this Financing Statement, the following terms shall have the following meanings (which definitions shall be applicable to the singular and plural forms of such terms):

Computer Hardware and Software shall mean (i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, whether now owned, licensed or leased or hereafter acquired by Debtor; (ii) all software programs (including both source code and object code), whether now owned, licensed or leased or hereafter acquired by Debtor, designed for use on the computers and electronic data processing hardware described in clause (i) above; (iii) all firmware associated therewith, whether now owned, licensed or leased or hereafter acquired by Debtor; and (iv) all documentation for such hardware, software and firmware described in the preceding clauses (i), (ii) and (iii), whether now owned, licensed or leased or hereafter acquired by Debtor.

Equipment shall mean all furniture, furnishings, fixtures, machinery and equipment of Debtor of every description used or useful in the conduct of Debtor's business, and all accessories, accessions, additions, attachments, substitutions, replacements, improvements, parts and other property now or hereafter affixed thereto or used in connection therewith.

Inventory shall mean goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, including, without limitation, all raw materials, work in process, finished goods and materials and supplies, of any kind, nature or description, that are used or consumed by Debtor's business, or are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing

of such goods, merchandise and other personal property, and all returned or repossessed goods now or at any time or times hereafter in the possession or under the control of Debtor or Secured Party.

Person shall mean any natural person, corporation, firm, association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

RETURN TO:  
CHICAGO TITLE INSURANCE CO. OF MD.  
110 ST. PAUL ST.  
BALTIMORE, MD. 21202

## FINANCING STATEMENT FORM UC 280298

Identifying File No.

(Kane) Kane  
FIN REC

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

Not Subject To Recording Tax

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Kane Industries, Inc.  
 Address Industrial Avenue  
 P.O. Box 300  
 Ridgefield Park, New Jersey 07660

## 2. SECURED PARTY

Name Household Commercial Financial Services, Inc.  
 Address 2700 Sanders Road  
 Prospect Heights, Illinois 60070

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Schedule I attached hereto and made a part hereof.



RECORD FEE 29.00  
 POSTAGE 50  
 4001400 1345 P01 T15:30

01/16/90

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

KANE INDUSTRIES, INC.

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with:  
 Anne Arundel County, Maryland

HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC.

\_\_\_\_\_  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RETURN TO:

CHICAGO TITLE INSURANCE CO. OF MD.  
 110 ST. PAUL ST.  
 BALTIMORE, MD. 21202

29-  
430

SCHEDULE 1  
to  
UCC-1 Showing Kane Industries, Inc. as Debtor and  
Household Commercial Financial Services, Inc.  
as Secured Party

Current Addresses of Debtor; Third Party Locations of Debtor's  
Goods; Tradenames of Debtor; Description of Secured Party and  
Collateral

Attached to and forming a part of that certain UCC-1 Financing Statement of KANE INDUSTRIES, INC., as Debtor, and HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC., as Secured Party, in connection with that certain Security Agreement (the "Security Agreement") dated as of March 15, 1990, as amended from time to time, between Debtor and Secured Party (Capitalized terms used but not otherwise defined herein are used herein as defined in the Uniform Commercial Code as in effect in the State of Illinois on the date of the Security Agreement).

---

I. Addresses of Debtor

Industrial Avenue  
Ridgefield Park, New Jersey 07660

545 Dell Road  
Carlstadt, New Jersey 07072

217 Brook Avenue  
Passaic, New Jersey 07055

2631-57 Merchant Drive  
Baltimore, Maryland 21230

2619-29 Merchant Drive  
Baltimore, Maryland 21230

2659-67 Merchant Drive  
Baltimore, Maryland 21230

26959-2771 Merchant Drive  
Baltimore, Maryland 21230

2601-29 Merchant Drive  
Baltimore, Maryland 21230

JNL/32W/KII

7600 Energy Parkway  
Linthicum, Maryland 21226

1301-K Westinghouse Blvd.  
Charlotte, NC 28217

II. Tradenames of Debtor

Borrower has registered the following tradenames in the following states:

1. Alford Cartons (MD)
2. Alford Graphics (NJ; NY)
3. Alford Gravure (MD; NJ)
4. Alford Label (MO; NJ)
5. Alford Packaging (CA; MD; NJ)
6. Mastercraft Graphics (NJ; NY)
7. Uni-Dec Division of Alford Industries, Inc.  
( PA-Dep't of State; Erie Co.)

III. Household Commercial Financial Services, Inc. acts as Secured Party as agent for itself and all present and future holders of any liabilities arising under or in connection with (i) that certain Secured Credit Agreement, dated as of March 15, 1990, by and between Debtor and Secured Party; (ii) any promissory notes issued under or in connection with such Secured Credit Agreement; (iii) any agreements or instruments granting any security interest or lien to secure any of the foregoing; (iv) any amendments, modifications, waivers and renewals relating to any of the foregoing; and (v) any other instruments, documents or agreements relating to any of the foregoing.

IV. Collateral shall include all personal property of Debtor wherever located, whether now or hereafter existing, owned, licensed, leased, consigned, arising or acquired, including, without limitation, all of Debtor's:

- A. Accounts;
- B. Goods (as defined in the Security Agreement, including, without limitation, all of Debtor's Equipment, fixtures and Inventory);
- C. General Intangibles, including, without limitation,
  - 1. All tax refunds,
  - 2. All foreign and United States (including, without limitation, each individual State thereof) trademarks and trademark registrations, tradenames and tradename registrations and service marks and service mark registrations and applications therefor now or hereafter owned by Debtor, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration, tradename and tradename registration, service mark and service mark registration and applications therefor and all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of the foregoing, including, without limitation, licenses, royalties and proceeds of suits,
  - 3. All foreign and United States patents and applications for patents, and any and all, and all applications for, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto through the world, and all proceeds of the foregoing, including, without limitation, licenses, royalties and proceeds of infringement suits,
  - 4. All copyrights, registered or unregistered, statutory or common law, now or hereafter in force throughout the world, and all applications

for registration thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all proceeds of the foregoing, including, without limitation, licenses, royalties and proceeds of suit, including, without limitation, all of Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office,

5. Rights arising from time to time to receive payment under a billing to a Person representing such Person's obligation to reimburse Debtor for indebtedness paid or to be paid by Debtor for such Person's account,
  6. Rights arising out of leases, licenses and contracts which are not Accounts, and
  - (G) Rights arising under the Tax Sharing Agreement (as defined in the Security Agreement).
- D. Chattel Paper, Documents, Instruments, Certificated Securities and Uncertificated Securities;
  - E. Money and personal property now or at any time in the possession or under the control of, or in transit to, Secured Party, Continental Bank N.A., as agent for the Secured Party, (in such capacity, along with its successors and assigns in such capacity, "Agent Bank"), Debtor or any bailee, agent or custodian of Secured Party, Agent Bank or Debtor;
  - F. Right, title and interest (if any) in and to all accounts of Debtor maintained by Agent Bank and any other accounts maintained by Agent Bank, Debtor, all funds on deposit therein, all investments arising out of such funds, all claims thereunder or in connection therewith, and all cash, securities, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of such accounts, such funds or such investments;
  - G. Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing;

- H. Insurance policies, including claims or rights to payment thereunder; and
- I. Liens, guaranties and other rights and privileges pertaining to any of the Collateral;

together with: (x) all books, ledgers, books of account, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing; and (y) all proceeds, products, rents, issues, profits and returns of and from any of the foregoing.

For purposes of this Financing Statement, the following terms shall have the following meanings (which definitions shall be applicable to the singular and plural forms of such terms):

Computer Hardware and Software shall mean (i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, whether now owned, licensed or leased or hereafter acquired by Debtor; (ii) all software programs (including both source code and object code), whether now owned, licensed or leased or hereafter acquired by Debtor, designed for use on the computers and electronic data processing hardware described in clause (i) above; (iii) all firmware associated therewith, whether now owned, licensed or leased or hereafter acquired by Debtor; and (iv) all documentation for such hardware, software and firmware described in the preceding clauses (i), (ii) and (iii), whether now owned, licensed or leased or hereafter acquired by Debtor.

Equipment shall mean all furniture, furnishings, fixtures, machinery and equipment of Debtor of every description used or useful in the conduct of Debtor's business, and all accessories, accessions, additions, attachments, substitutions, replacements, improvements, parts and other property now or hereafter affixed thereto or used in connection therewith.

Inventory shall mean goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, including, without limitation, all raw materials, work in process, finished goods and materials and supplies, of any kind, nature or description, that are used or consumed by Debtor's business, or are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing

of such goods, merchandise and other personal property, and all returned or repossessed goods now or at any time or times hereafter in the possession or under the control of Debtor or Secured Party.

Person shall mean any natural person, corporation, firm, association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

RETURN TO:  
CHICAGO TITLE INSURANCE CO. OF MD.  
110 ST. PAUL ST.  
BALTIMORE, MD. 21202

553 273

STATE OF MARYLAND

Fec Rec  
280299

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

Not Subject To Recording Tax  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name \_\_\_\_\_ Kane, Inc.  
Address \_\_\_\_\_ Industrial Avenue  
P.O. Box 300  
Ridgefield Park, New Jersey 07660

2. SECURED PARTY

Name \_\_\_\_\_ Household Commercial Financial  
Services, Inc.  
Address \_\_\_\_\_ 2700 Sanders Road  
Prospect Heights, Illinois 60070

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Schedule I attached hereto and made a part hereof.

RECORDING FEE 29.00  
POSTAGE .50



ARUNDEL 0345 P01 115:30  
01/16/90

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

KANE, INC.

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with:  
County Clerk, Anne Arundel  
County, Maryland

HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC.

\_\_\_\_\_  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

29  
50

130

RETURN TO:

CHICAGO TITLE INSURANCE CO. OF MD.  
110 ST. PAUL ST.  
BALTIMORE, MD. 21202

SCHEDULE 1  
to  
UCC-1 Showing Kane, Inc. as Debtor and  
Household Commercial Financial Services, Inc.  
as Secured Party

Current Addresses of Debtor; Third Party Locations of Debtor's  
Goods; Tradenames of Debtor; Description of Secured Party and  
Collateral

Attached to and forming a part of that certain UCC-1 Financing Statement of KANE, INC., as Debtor, and HOUSEHOLD COMMERCIAL FINANCIAL SERVICES, INC., as Secured Party, in connection with that certain Security Agreement (the "Security Agreement") dated as of March 15, 1990, as amended from time to time, between Debtor and Secured Party (Capitalized terms used but not otherwise defined herein are used herein as defined in the Uniform Commercial Code as in effect in the State of Illinois on the date of the Security Agreement).

I. Addresses of Debtor

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217 Brook Avenue  
Passaic, New Jersey 07055

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Baltimore, Maryland 21230

2619-29 Merchant Drive  
Baltimore, Maryland 21230

2659-67 Merchant Drive  
Baltimore, Maryland 21230

26959-2771 Merchant Drive  
Baltimore, Maryland 21230

2601-29 Merchant Drive  
Baltimore, Maryland 21230

JNL/32W/KI

7600 Energy Parkway  
Linthicum, Maryland 21226

1301-K Westinghouse Blvd.  
Charlotte, NC 28217

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Borrower has registered the following tradenames in the following states:

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2. Alford Graphics (NJ; NY)
3. Alford Gravure (MD; NJ)
4. Alford Label (MO; NJ)
5. Alford Packaging (CA; MD; NJ)
6. Mastercraft Graphics (NJ; NY)
7. Uni-Dec Division of Alford Industries, Inc.  
( PA-Dep't of State; Erie Co.)

III. Household Commercial Financial Services, Inc. acts as Secured Party as agent for itself and all present and future holders of any liabilities arising under or in connection with (i) that certain Secured Credit Agreement, dated as of March 15, 1990, by and between Debtor and Secured Party; (ii) any promissory notes issued under or in connection with such Secured Credit Agreement; (iii) any agreements or instruments granting any security interest or lien to secure any of the foregoing; (iv) any amendments, modifications, waivers and renewals relating to any of the foregoing; and (v) any other instruments, documents or agreements relating to any of the foregoing.

IV. Collateral shall include all personal property of Debtor wherever located, whether now or hereafter existing, owned, licensed, leased, consigned, arising or acquired, including, without limitation, all of Debtor's:

- A. Accounts;
- B. Goods (as defined in the Security Agreement, including, without limitation, all of Debtor's Equipment, fixtures and Inventory);
- C. General Intangibles, including, without limitation,
  - 1. All tax refunds,
  - 2. All foreign and United States (including, without limitation, each individual State thereof) trademarks and trademark registrations, tradenames and tradename registrations and service marks and service mark registrations and applications therefor now or hereafter owned by Debtor, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration, tradename and tradename registration, service mark and service mark registration and applications therefor and all continuations and extensions thereof, the right to sue for past, present, and future infringements or dilutions thereof or for injury to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of the foregoing, including, without limitation, licenses, royalties and proceeds of suits,
  - 3. All foreign and United States patents and applications for patents, and any and all, and all applications for, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto through the world, and all proceeds of the foregoing, including, without limitation, licenses, royalties and proceeds of infringement suits,
  - 4. All copyrights, registered or unregistered, statutory or common law, now or hereafter in force throughout the world, and all applications

not Accounts, licenses, and the Tax Sh

[illegible][illegible][illegible]

G. Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all claims, securities or investments, Debt and any service copyrights, licenses, program services, options, test rights, any rights, renewal rights, support services, improvements, substitutions, replacements and indemnifications and any conversions of any of the foregoing; or model any such accounts, such funds or such investments;

-4-

for registration thereof, the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world, and all proceeds of the foregoing, including, without limitation, licenses, royalties and proceeds of suit, including, without limitation, all of Debtor's right, title and interest in and to all copyrights registered in the United States Copyright Office,

5. Rights arising from time to time to receive payment under a billing to a Person representing such Person's obligation to reimburse Debtor for indebtedness paid or to be paid by Debtor for such Person's account,
6. Rights arising out of leases, licenses and contracts which are not Accounts, and
- (G) Rights arising under the Tax Sharing Agreement (as defined in the Security Agreement).
- D. Chattel Paper, Documents, Instruments, Certificated Securities and Uncertificated Securities;
- E. Money and personal property now or at any time in the possession or under the control of, or in transit to, Secured Party, Continental Bank N.A., as agent for the Secured Party, (in such capacity, along with its successors and assigns in such capacity, "Agent Bank"), Debtor or any bailee, agent or custodian of Secured Party, Agent Bank or Debtor;
- F. Right, title and interest (if any) in and to all accounts of Debtor maintained by Agent Bank and any other accounts maintained by Agent Bank, Debtor, all funds on deposit therein, all investments arising out of such funds, all claims thereunder or in connection therewith, and all cash, securities, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of such accounts, such funds or such investments;
- G. Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing;

- H. Insurance policies, including claims or rights to payment thereunder; and
- I. Liens, guaranties and other rights and privileges pertaining to any of the Collateral;

together with: (x) all books, ledgers, books of account, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing; and (y) all proceeds, products, rents, issues, profits and returns of and from any of the foregoing.

For purposes of this Financing Statement, the following terms shall have the following meanings (which definitions shall be applicable to the singular and plural forms of such terms):

Computer Hardware and Software shall mean (i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, whether now owned, licensed or leased or hereafter acquired by Debtor; (ii) all software programs (including both source code and object code), whether now owned, licensed or leased or hereafter acquired by Debtor, designed for use on the computers and electronic data processing hardware described in clause (i) above; (iii) all firmware associated therewith, whether now owned, licensed or leased or hereafter acquired by Debtor; and (iv) all documentation for such hardware, software and firmware described in the preceding clauses (i), (ii) and (iii), whether now owned, licensed or leased or hereafter acquired by Debtor.

Equipment shall mean all furniture, furnishings, fixtures, machinery and equipment of Debtor of every description used or useful in the conduct of Debtor's business, and all accessories, accessions, additions, attachments, substitutions, replacements, improvements, parts and other property now or hereafter affixed thereto or used in connection therewith.

Inventory shall mean goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, including, without limitation, all raw materials, work in process, finished goods and materials and supplies, of any kind, nature or description, that are used or consumed by Debtor's business, or are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing

of such goods, merchandise and other personal property, and all returned or repossessed goods now or at any time or times hereafter in the possession or under the control of Debtor or Secured Party.

Person shall mean any natural person, corporation, firm, association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

RETURN TO:

CHICAGO TITLE INSURANCE CO. OF MD.  
110 ST. PAUL ST.  
BALTIMORE, MD. 21202

3 filings  
Balt. Co.  
Anne Arundel

280300

BOOK 553 PAGE 280

File No. ....  
Record Reference:  
Liber..... Folio.....

**FINANCING STATEMENT**

☒ Not subject to Recordation Tax. ☐ To Be Recorded in The Land Records  
(For Fixtures Only).

☐ Subject to Recordation Tax on prin-  
cipal amount of \$.....

This Financing Statement is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Columbia Auto Sales, Inc.	2747 Annapolis Road Jessup, MD and 5601 Baltimore National Pike Catonsville, MD

2. The name and address of the Secured Party (or Assignee) is:  
THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which addi-  
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-  
eral):

All of Borrower's accounts, contract rights, chattel paper and  
general intangibles now owned or hereafter acquired including all  
Vehicle finance contracts.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-  
ing real estate: (Describe - include house number and street or block reference where  
applicable).

RECORD FEE 11.00

POSTAGE .50



4001070 0345 PM 115:35

03/16/90

5. ☒ Proceeds)  
.....) of the collateral are also specifically covered.  
☐ Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
---------------	---------------------------------

Columbia Auto Sales, Inc.	THE CITIZENS NATIONAL BANK
---------------------------	----------------------------

By: Robert G. Beaumont  
Robert G. Beaumont, Pres.

By: Marilyn F. Horton  
Marilyn F. Horton, Vice Pres.

By: .....

Type or print all names and  
titles under signatures.

Return to: Citizens National Bank  
14435 Cherry Lane Court  
Laurel, Maryland 20708

3 filings  
Balt. Co.  
Anne Arundel

553 PAGE 281

280301

File No. ....  
Record Reference:  
Liber..... Folio.....

FINANCING STATEMENT

- XX Not subject to Recordation Tax. .... To Be Recorded in The Land Records  
(For Fixtures Only).  
Subject to Recordation Tax on prin-  
cipal amount of \$.....

This Financing Statement is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Columbia Auto Sales, Inc.	2747 Annapolis Road Jessup, MD and 5601 Baltimore National Pike Catonsville, MD

2. The name and address of the Secured Party (or Assignee) is:  
THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which addi-  
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-  
eral):

All of Borrower's accounts, contract rights, chattel paper and  
general intangibles now owned or hereafter acquired including all  
Vehicle finance contracts.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-  
ing real estate: (Describe - include house number and street or block reference where  
applicable).



RECORD FEE 11.00  
POSTAGE .50  
MD01440 C345 R01 T15:35

03/18/90

5. XX Proceeds)  
.....Products) ) of the collateral are also specifically covered.

Debtor

Secured Party (Assignee)

Columbia Auto Sales, Inc. ....

THE CITIZENS NATIONAL BANK

By: Robert G. Beaumont  
Robert G. Beaumont, Pres.

By: Marilyn F. Horton  
Marilyn F. Horton, Vice Pres.

By: .....

Type or print all names and  
titles under signatures.

Return to: Citizens National Bank  
14435 Cherry Lane Court  
Laurel, Maryland 20708

County \$11.00

280302

553 PAGE 282

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation  
Address 1730 M Street N.W., Madison National 2nd Floor  
Washington, DC 20036

RECORD FEE 11.00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

POSTAGE .50

3. Maturity date of obligation (if any) \_\_\_\_\_

FW

03/16/90 0777 R03 714:29

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 6/28/89, Schedule # 02, dated 9/12/89 H. ERLE SCHAFER between Assignor as Lessor and LEASE ACCOUNT# 983260 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated 10/24/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

James Madison Financial Corporation

George L. Beck, V.P.  
(Signature of Secured Party)

GEORGE L. BECK  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

11-5

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Model 05-418 Radon Detector Data Logger
(1) One	Model 05-419 Printer for Logger
(1) One	Model 60-418 Radon Check Service
(1) One	Model 89-420 Carrying Case
(1) One	Model 05-419-1 Ribbon
(2) Two	Paper rolls
(1) One	Lab base furniture & formica top, approx. 40 Ft.
(4) Four	4' x 4' wall units with glass doors
(1) One	4' chemical furnace hood with blower motor
(1) One	Model #551 AA Spectrophotometer w/IL #555 flameless atomizer (HGA Furnace), IL #254 Fastac Auto-sampler w/carousel, IL AVA (Atomic Vapor Accessory).

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III, President

James Madison Financial Corporation

BY:

TITLE: VICE PRESIDENT

280303  
STATE OF MARYLAND

Anne Arundel County  
C-02-08140-4

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FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here. ☐

Inventory/Equipment

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name R & D Equipment Sales, Inc.

Address P.O. Box 788 Gambrills, MD 21054

2. SECURED PARTY

Name Orix Credit Alliance, Inc.

Address 500 DiGuilian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

RECORD FEE 13.00  
POSTAGE .50  
#610680 CTTT R03 T1431  
03/16/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)  
R & D Equipment Sales, Inc.

Donald E. Wilson Pres.  
(Signature of Debtor)

DONALD E. WILSON, Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 9th day of March, 1990 by and between

**R & D Equipment Sales, Inc.,** having its principal place of business at

(Name of Mortgagor)  
**P.O. Box 788** **Gambrills, MD 21054**

(Address of Mortgagor)  
**Orix Credit Alliance, Inc.** "Mortgagee";

"Mortgagor", and [If Mortgagee named above is not Orix Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to Orix Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, the proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and considerations therein mentioned and contained, by signing the name of the corporation by himself as such officer.

[illegible][illegible]

R & D Equipment Sales, Inc.  
knows the contents of said instrument; that he is such officer of the aforesaid corporation, being by me first duly sworn, did say that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at \_\_\_\_\_

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ R & D Equipment Sales, Inc. \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS: \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

(Notarial Seal)

heretofore called "Mortgage") described in and which executed the foregoing Mortgage.  
2. Mortgage is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgage has the sole right and lawful authority to mortgage the same.  
3. Mortgage is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of \$\_\_\_\_\_.  
4. There are no judgments against Mortgage, and no attachment or execution is now outstanding against any of Mortgage's property. No receiver of Mortgage has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgage, nor have there ever been any such proceedings affecting Mortgage.  
5. Dependent makes this affidavit realizing that Mortgage is being induced thereby to extend credit to and/or accept Mortgage as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

STATE OF Maryland }  
COUNTY OF Anne Arundel }  
Donnie E. Willson }  
being duly sworn, deposes and says:

IN WITNESS WHEREOF, Mortigagor has caused these presents to be duly executed, the day and year first above written.

R & B Equipment Sales, Inc.  
Mortgagor  
(Seal)  
(Title)

By \_\_\_\_\_  
Secretary/Witness

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment of the Mortgage Obligation, or to take immediate possession of the Mortgage Property, or to foreclose this Mortgage at any time, or to proceed otherwise; and if the acceptance by Mortgagee of any payment subordinate to such default shall not be deemed a waiver of any or all of Mortgagor's rights, privilege, remedy or option; nevertheless, the books and records of Mortgage containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor orally. The purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants its full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage obligations in the event of the breach of the above provision and/or in the event Mortgagee fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgage Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgage Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from uses and/or abuses, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgage Property to Mortgagee, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgage Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgage Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgage Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagor under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsementment, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each such provision shall be determined by the law of the state where the Mortgage Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions herein are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

SCHEDULE "A"

BOOK 553 PAGE 287

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated March 9, 1990 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Grove Crane 25 ton Hydraulic rough terrain crane with 80' main boom, 22' swingaway jib	RT-625	44722
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc. \_\_\_\_\_

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

R & D Equipment Sales, Inc. \_\_\_\_\_

By: Walter Wille Per.

STATE OF MARYLAND

Anne Arundel Co  
C-02-02 **280304**

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

Inventory/Equipment

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.  
Address Defense Hwy. 450 & 178 Annapolis, MD 21401

2. SECURED PARTY

Name Orix Credit Alliance, Inc.  
Address 500 DiGuilian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)  
Baldwin Service Center, Inc.

Rhoda L. Baldwin, Chmn.  
(Signature of Debtor)

RHODA L. BALDWIN, CHMN.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.  
Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE .50  
#610690 DT77 R03 T14:31  
03/16/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

11.5

## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated January 16, 19 90 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	JCB Loader Backhoe with Centermount	1400B	14BM2019/344190
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Baldwin Service Center, Inc.

By: Shoda L. Baldwin, Chmn.

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Lawnsapes Etc., Inc.  

(Name or Names)

2411 Crofton Lane, Suite 21, Crofton, Maryland 21114  

(Address) CFSL 3800
- LESSEE \_\_\_\_\_  

(Name or Names)

(Address)
2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234
3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association  
 of LESSOR \_\_\_\_\_  

(Name or Names) Baltimore, Maryland 21234

(Address)

4. This financing Statement covers the following types (or items) of property:

1 - 1990 Burkeen Model B-30 Vibratory Plow w/Boring Unit, Wheel Weights,  
 Rolling Sod Cutter

RECORD FEE 11.00  
 POSTAGE .50



#610720 0777 R03 714:32  
 03/16/90

H. ERLE SCHAFER

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE

LESSOR

Lawnsapes Etc., Inc.

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: R. K. Johnson Pres.  
Randall K. Johnson (Title)

By: Donald A. Lounsbury Credit Manager  
Donald A. Lounsbury (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_  
 (Title)

Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

(Type or print name of person signing)

1150

STATE OF MARYLAND

280306

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CUSIMANO & SONS GENERAL CONTRACTORS, INC.

Address 601 REVELL HWY, ANNAPOLIS, MD 21403

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.

Address 41 DEFENSE HWY

ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 NEW DRESSER CRAWLER DOZER MODEL TD-7G S/N 5187

RECORD FEE 11.00

POSTAGE .50

#610730 0777 R03 T14:33

03/16/90

H. ERIC SCHAFER

AA CO. CIRCUIT COURT

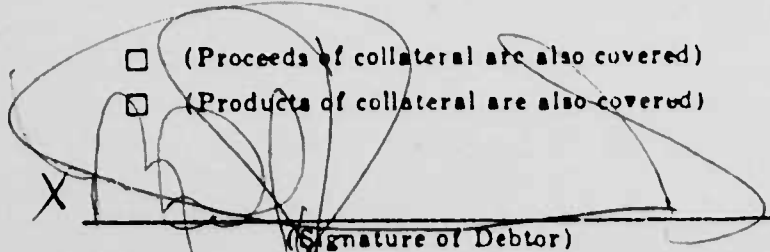
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

X 

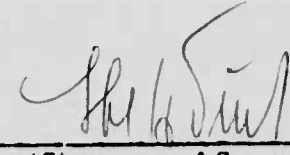
(Signature of Debtor)

CUSIMANO & SONS GENERAL CONTRACTORS, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

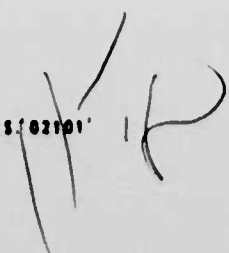


SEC. TREAS.

(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.

Type or Print Above Signature on Above Line



Anne Arundel County

280307

File No. ....  
Record Reference:  
Liber..... Folio.....

**FINANCING STATEMENT**

- ..... Not subject to Recordation Tax. .... To Be Recorded in The Land Records  
(For Fixtures Only).  
..XX. Subject to Recordation Tax on prin-  
cipal amount of \$.20,000.00.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

Revere Printing, Inc.

8288 Telegraph Road, Suite D  
Odenton, Maryland 21113

2. The name and address of the Secured Party (or Assignee) is:  
THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which addi-  
tional information may be obtained.

RECORD FEE 11.00  
RECORD TAX 140.00  
POSTAGE .50  
#610610 CT77 R03 T14:47  
03/16/90  
H. ERLE SCHAFER

3. This Financing Statement covers the following types (or items) of property (the collat-  
eral): 1 - Hamada 665 CD - Tow Color Offset Duplicator with 3M Rollers  
on both heads, SandCo envelope feeder conveyor 110V, 220 current - 15A  
single phase cleanup attachments, run current plates pinbar clamp only,  
stop finger Holddown kit, s/n HR12444, complete with all present and  
future attachments, accessories, repairs, replacement parts and the  
proceeds thereof.
4. The collateral property is affixed or to be affixed to or is to be crops on the follow-  
ing real estate: (Describe - include house number and street or block reference where  
applicable).

5. ....XX.Proceeds)  
.....Products) of the collateral are also specifically covered.

Debtor

Secured Party (Assignee)

.....Revere Printing, Inc.,.....

THE CITIZENS NATIONAL BANK

By: Norman G. Myers  
Norman G. Myers, President

By: Donald E. Shaffrey  
Donald E. Shaffrey  
Senior Vice President

By: .....

Type or print all names and  
titles under signatures.

140  
5

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 484

Page No. 194

Identification No. 256247

Dated April 19 1985

1. Debtor(s) { Amy Oliver  
Name or Names—Print or Type  
8256 Old Mill Rd Pasadena (AA CO) Md 21122  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) 12/1/85

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

RECORD FEE 12.00  
PAGE .50  
#610370 0777 R03 710:07  
03/16/90  
H. EYLE SCHAFER  
AA CO. CIRCUIT COURT

Dated: March 12, 1990

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

A A Co  
12.50

12/85

## CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

## THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 485  
Identification No. 256893Page No. 557  
Dated May 31 1985

1. Debtor(s) { Vernon Osborne Sr & Geraldine E Osborne  
 Name or Names—Print or Type  
1014 Fairway Ave Glen Burnie (AA CO) Md 21061  
 Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company  
 Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p><b>Termination</b></p>

RECORD FEE 13.00  
POSTAGE .50#610560 CITT R03 T10:10  
03/16/90H. ERLE SCHAFER  
AA CO. CIRCUIT COURTDated: March 12, 1990Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

A. A. Co  
13.50

1356

## CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

## THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 472Page No. 317Identification No. 251667Dated Apr 16 1984

1. Debtor(s) { Leon S Nellenback & Carol J Nellenback  
 Name or Names—Print or Type  
305 E Maple Rd Linthicum (AA CO) Md 21090  
 Address—Street No., City - County State Zip Code

## MAIL TO:

2. Secured Party { Sears, Roebuck and Company  
 Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>

RECORD FEE 13.00  
 POSTAGE .50  
 #610390 C777 R03 T10:10  
 03/16/90



H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Dated: March 12, 1990Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

13.5

A. A Co  
13.50

Land  
 XXX Chattel  
 SDAT

ASSIGNMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement: \_\_\_\_\_  
 Date of Filing: September 8, 1989 Record Reference: Liber 545 at Folio 521  
 Maturity Date (if any): \_\_\_\_\_

<u>Name(s) of Debtor(s) or assignors</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Montgomery Model Homes, Inc.	6290	Montrose Road,	Rockville,	MD 20852

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Montgomery Mortgage, Inc.	6290	Montrose Road,	Rockville,	MD 20852

This assigns the Financing Statement recorded immediately prior hereto to:

First American Bank of Maryland  
 8401 Colesville Road  
 Silver Spring, Maryland 20910

Assignor(s)

MONTGOMERY MORTGAGE, INC.

By

Richard R. Cotton, President

Assignee:

FIRST AMERICAN BANK OF MARYLAND

By

Robert K. Williams, III  
 Vice President

RETURN TO:

~~Ward, Klein & Miller, Chartered~~  
~~806 West Diamond Avenue~~  
~~4th Floor~~  
~~Gaithersburg, Maryland 20878~~  
~~Attn: Sandra W. McShea, Esquire~~

sww4h6

AFTER RECORDING, PLEASE RETURN TO:  
 SHULMAN, ROGERS, GANDAL, PORDY & ECKER, P.A.  
 11921 ROCKVILLE PIKE, SUITE 300  
 ROCKVILLE, MARYLAND 20852  
 FILE NO. 51-067-052  
 ATTENTION: CHRISTINE M. CROSS, LEGAL ASSISTANT

10  
 10

280363

553 297

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) LARIBEE WIRE MANUFACTURING COMPANY, INC. 100 Beaver Street Jordan, New York 13080 SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF	2. Secured Party(ies) and address(es) BANKERS TRUST COMPANY 280 Park Avenue New York, New York 10017 Attn: Edward J. Siskin Vice President	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 21.00 POSTAGE CK .50 5. Assignee(s) of Secured Party and Address(es) 1011000 0177 R03 108:41 03/20/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property:  See Schedule B attached hereto and made a part hereof.  Not subject to Maryland recordation tax, financing statement relates only to accounts, inventory & General Intangibles.  <b>RETURN TO:</b> <b>LEXIS • DOCUMENT SERVICES</b> <b>P.O. Box 2969</b> <b>Springfield, Illinois 62708</b>		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: Anne Arundel Co., MD 10894 TF F009164
Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 4		
LARIBEE WIRE MANUFACTURING COMPANY, INC., and the Debtors listed on Schedule A attached hereto and made a part hereof.		
By: <u>Louis W. Bauman</u> Louis W. Bauman, Secretary (1) Filing Officer Copy-Alphabetical	By: <u>David R. Dubinsky</u> David R. Dubinsky, Associate BANKERS TRUST COMPANY	

STANDARD FORM - FORM UCC-1

Schedule A attached to and made a part of UCC-1  
financing statement naming Laribee Wire  
Manufacturing Company, Inc., Laribee Wire  
Manufacturing of New York, Inc., Larcon Wire  
Corporation, Trio Wire & Cable Corp. and Laribee  
Sales Corp. as debtors (each, a "Debtor" and  
collectively, the "Debtors") and Bankers Trust  
Company as secured party (the "Secured Party")

The following constitute additional Debtors:

Laribee Wire Manufacturing of  
New York, Inc.  
101 Central Avenue  
Farmingdale, New York 11735

Larcon Wire Corporation  
2148 American Industrial Way  
Atlanta, Georgia 30341

Trio Wire & Cable Corp.  
208 Meserole Avenue  
Brooklyn, New York 11222

Laribee Sales Corp.  
2148 American Industrial Way  
Atlanta, Georgia 30341

553 299

Schedule B attached to and made a part of UCC-1  
financing statement naming Laribee Wire  
Manufacturing Company, Inc., Laribee Wire  
Manufacturing of New York, Inc., Larcon Wire  
Corporation, Trio Wire & Cable Corp. and Laribee  
Sales Corp. as debtors (each, a "Debtor"  
and collectively, the "Debtors") and Bankers  
Trust Company as secured party (the "Secured Party")

This financing statement covers the following  
collateral for each Debtor:

- (i) Any and all present and future Accounts (as  
hereinafter defined) of the Debtor;
- (ii) Any and all present and future Inventory  
(as hereinafter defined) of the Debtor; and
- (iii) To the extent not otherwise included, all  
Proceeds (as hereinafter defined) and  
products of any or all of the foregoing

(all of the items and/or types of property listed and/or  
described in the foregoing clauses (i) through (iii) above  
being hereinafter collectively referred to as the  
"Collateral").

As used herein, the following terms shall have the  
following meanings:

"Accounts" shall mean all of the Debtor's right,  
title and interest in and to all of the Debtor's accounts,  
contract rights, instruments, documents, chattel paper and  
general intangibles, as such terms are defined in the Uniform  
Commercial Code (or any successor statute) of the State of  
New York, or of any other state the laws of which are  
required by Section 9-103 of the Uniform Commercial Code to  
be applied on the issue of perfection of security interests  
(the "Uniform Commercial Code"); all forms of obligations  
owing to the Debtor; all tax refunds and tax refund claims;  
all guarantees, security and liens which the Debtor may hold  
for payment or performance with respect to Accounts or  
Inventory (including, without limitation, all rights of  
stoppage in transit, replevin, and reclamation and as an  
unpaid vendor or lienor); letters of credit payable to the  
Debtor or the Secured Party and all proceeds thereof; all  
rights to goods represented by any Account or any item of  
Inventory or the sale of which goods gave rise to any  
Accounts or any item of Inventory (including, without

limitation, all rights upon return, replevin or repossession of such goods); all rights in respect of shipped or consigned goods; all licenses, franchises, permits, patents, patent rights, copyrights, works which are the subject matter of copyrights, trademarks, trade names, trade styles, patent and trademark applications and rights thereunder, and all other rights under any of the foregoing, all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, and all rights to sue for past, present, and future infringement of any of the foregoing; all formulae, processes, compounds, methods, inventions, know-how, trade secrets, drawings, designs, blueprints, surveys, reports, manuals, and operating standards relating to or used in the operation of the Debtor's business; the Debtor's goodwill; all books, records, and lists, in whatever form maintained relating to Inventory or Accounts; all trade secret rights, copyright rights, rights in works of authorship, and contract rights relating to computer software programs, in whatever form created or maintained; in each case mentioned above, whether now owned or existing or hereafter created or arising or received or acquired by or belonging or owing to the Debtor.

"Inventory" shall mean all of the Debtor's inventory (as defined in the Uniform Commercial Code), whether now owned or hereafter acquired and wherever located, whether in the Debtor's or some other person's possession, including, without limitation, all raw materials (and all rights, but not obligations, under any forward contracts or contracts for the future delivery thereof or options in respect of any of the foregoing), work in process, and finished products manufactured by and/or held for sale or lease or to be furnished under a contract of service, all materials and supplies of any kind used or consumed in connection with the Debtor's business or the manufacture, processing, packaging, advertising, and shipping of such inventory, and all such inventory upon its return to or replevy or repossession by the Debtor after sale; all rights in respect of shipped or consigned goods; and all documents of title, warehouse receipts, bills of lading, and other documents (as defined in the Uniform Commercial Code) relating to the Inventory.

"Proceeds" shall have the meaning assigned to it under the Uniform Commercial Code in effect in any applicable jurisdiction and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (c) any and

all other amounts from time to time paid or payable under or in connection with any of the Collateral.

Bankers Trust Company

By

*Carol L. DeBury*  
Title

280 Park Avenue  
New York, New York 10017

Laribee Wire Manufacturing Company  
Inc.

Laribee Wire Manufacturing of  
New York, Inc.

Larcon Wire Corporation

Trio Wire & Cable Corp.

Laribee Sales Corp.

By

*Sec'y*  
Title:

Laribee Wire Manufacturing Company,  
Inc.

24 North Beaver Street  
Jordan, New York 13080

Laribee Wire Manufacturing of  
New York, Inc.

101 Central Avenue  
Farmingdale, New York 11735

Larcon Wire Corporation  
2148 American Industrial Way  
Atlanta, Georgia 30341

Trio Wire & Cable Corp.  
208 Meserole Avenue  
Brooklyn, New York 11222

Laribee Sales Corp.  
2148 American Industrial Way  
Atlanta, Georgia 30341

LC:51700/100-1.26

FINANCING STATEMENT

FORM UCC-1

280364

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK ~~280363~~

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

596620-01

Name NORTH ARUNDEL HOSPITAL

Address 301 HOSPITAL DR. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name INSTRUMENTATION LABS

Address 113 HARTWELL AVE.

LEXINGTON MA 02173

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

JAN 1994

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

2 each ACL-100 PNA 8100-52

RECORD FEE 11.00  
POSTAGE 50  
H611670 CTTT R03 T08:45  
03/20/90

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Karen E. Olscamp

(Signature of Debtor)

Karen E. Olscamp

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph E. Gilkey

(Signature of Secured Party)

Joseph E. Gilkey

Type or Print Above Signature on Above Line

H. ERLE SCHAFER  
Circuit Court

To Be Recorded in the Chattel  
Records and in the Financing  
Statement Records of Anne Arundel  
County, Maryland, and Among  
the Financing Statement Records  
of The State Department of  
Assessments and Taxation

This Financing Statement  
Is Subject to Recording  
Tax of \$ \_\_\_\_\_ on  
Principal Sum of  
\$ 20,000.00

553 303

280308

FINANCING STATEMENT

1. Debtors: EDWARD W. HALL, JACQUELINE S. HALL and JACHAL, INC.  
19 Redare Court, Baltimore, Maryland 21234; and  
CHARLES S. JACOBS, III and RITA M. JACOBS, his wife  
6820 Barnett Road, Baltimore, Maryland 21239

2. Secured Parties: William Racz and Sheila Racz, and  
their successors and assigns

3. The Debtor grants to the Secured Parties a security  
interest in and to, and this Financing Statement covers,  
the following:

a. All plant equipment, apparatus, machinery, fittings,  
appliances, furniture, furnishings and fixtures, and other  
chattels and personal property and replacements thereof, owned  
by the debtor and now or at any time hereafter affixed or  
attached to, incorporated in, placed upon, or in any way used  
in connection with the current or future utilization,  
enjoyment, occupation or operation of the business located at  
6718A Ritchie Highway, Glen Burnie, Maryland 21061, including  
by way of example and not by way of limitation:

See Attached Equipment List

b. The Liquor License for the business known as "Lil' Miss  
Harvey's Sub & Pub" operated at the premises known as 6718A  
Ritchie Highway, Glen Burnie, Maryland 21061.

The proceeds and products of the collateral are secured, as  
are future advances and after acquired property, and any  
substitutes, renewals, replacements, additions and accretions of  
or to any of the above described collateral, excepting  
therefrom any purchase money purchases of equipment and machi-  
nery purchased after date of settlement.

DEBTORS:

Edward W. Hall  
Edward W. Hall

Jacqueline S. Hall  
Jacqueline S. Hall

JACHAL, INC.

SECURED PARTIES:

William Racz  
William Racz

Sheila Racz  
Sheila Racz

By: Edward W. Hall, Pres.  
Edward W. Hall, Pres.

Charles S. Jacobs, III  
Charles S. Jacobs, III

Rita M. Jacobs  
Rita M. Jacobs

RECORD FEE 37.00  
POSTAGE CK 1.50

#611850 0777 R03 T09:26

[SEAL]

H. EARLE SCHAEFER  
AA CO. CIRCUIT COURT

[SEAL]

EXHIBIT "A" - EQUIPMENT LIST

- 1 - Delfield 2 door refrigerator #6051S
- 2 - Delfield 2 door freezer #6151S
- 1 - Delfield 27" salad top refrig. #401
- 1 - Delfield 48" salad top refrig. #4048-8
- 1 - Delfield on wheels freezer #D18838-F32
  - \* Include 1 year service & 5 year compressor warranty on all Delfield units
- 2 - Pitco #E14B2 steel tank fryers 208V 30
- 1 - Pitco built in filter w/damp station on casters
- 1 - Metal Masters s/s table w/gav. shelf w/2 drawers #T2472B
- 1 - Metal Masters 3 comp. sink (corner) #C314-16-3-18
- 2 - Metal Masters s/s table w/1 drawer s/s shield 6" back splash - 3 sides
- 1 - Icematic flaker #F600W48
- 2 - Berkel slicer grav. fee auto 2 speed #818
- 1 - Robert Coupe R4X food processor w/cont. feed attachment
- 1 - Sharpe microwave #R23BT
- 2 - Vulcan Hart pizza oven #VGCR1717
- 2 - Idea crock pot (soup R Hot cooker warmer #6105)
- 1 - Vulcan Hart 72" electric grill front grease trough w/stand and casters 208V 30
- 1 - Harford 8x12 walk-in w/3 glass doors air cooled compressor with 5 year warranty delivered, installed, started
- 1 - Sheet Metal Craft 12' s/s hood w/make-up air ansul system delivered, installed
- 1 - sheet Metal Craft s/s panel under hood 12'x47'

IN RESTAURANT AREA

All custom built counters and shelving

- 1 - Laneer telephone system w/4 push button and 1 master set and a remote outside hook up (approx. 4 mos. still owed)
- 2 - Sharp #ER2391 cash registers
- 1 - French fry warmer w/2 lamps (mounted to fryer)
- 1 - Adding machine #T15130

- 1 - Stainless steel table w/shelf (24"x35"x34" high)
- 3 - Wood stands 2/4 shelves each (approx. 14"x14"x32"H)
- 1 - Taylor Milkshake/Icecream machine - #8657 (Retail value \$19,950.00) custom made. EX 553 pg 305
- 1 - P.A. System w/amp & 3 speaker hook-up
- 1 - True #TDD3 Draft Beer Dispenser 2/3 dispensers
- 5 - Ceiling fans #WF00-3 speed w/lights - dimmer switches & FWD and reverse spin
- 12 - folding chairs (white)
- 1 - 41 1/2" round glass top (white) tables
- 8 - 29" round glass top (white) tables
- 1 - 41" square formica table (white)
- 4 - 23" Icecream style (white) tables
- 3 - 2-lite emergency lighting systems
- 40 - white metal kane chairs
- 8 - 2'x4' ceiling (flourescent) 4 lamp fixtures (we purchased and installed)
- 1 - Brass style coat rack
- 1 - Wall rack for books and newspapers (3 compart)
- 1 - Pinball (Williams) Highspeed
- 1 - Pinball (Williams) F-14
- 1 - Pinball (Gottlieb) "The Games"
- 1 - Big Screen T.V. (Zenith) w/remote & 2 remote Speaker hook-ups
- 1 - Custom built T.V. stand (45"w x 18" x 48"h)
- 2 - Kids high chairs w/wheels
- 4 - Kids booster chairs
- 3 - Bar stools - wood w/backs and foot rails (35" high)
- 2 - Floor ashtrays (24" high)
- 1 - Large trash can w/hinged lid (26x26x46high)

#### RESTAURANT AND OFFICE AREA

- 4 - Remote cameras (3 in eating area/1 back room door)
- 3 - T.V. Monitors w/camera hook-up
- 1 - Camera hook-up to office T.V.

2 - Remote mikes w/special sound hook up (office) 553 306

1 - 19" color T.V. w/security camera hook-up

1 - Cable hookup not installed (for outside hook-up)

All window alarm hook-up (Instant Alarm); Front and back door delayed hook-up

4 - Remote hold-up alarm switches

Special temp. control alarm hook-up w/red lite for walk-in box cost \$500.00 (Prep. room)

1 - Stock room door alarm (Radioshack) (Prep. room)

4 - Floor Mats 34"x58"

2 - Floor Mats 34"x58" w/logo

3 - Window strobe lites

2 - Special designated water filter hook-ups. One for coffee pot and one for ice machine and soda machine

2 - Napkin dispensers

1 - Straw dispenser

1 - Dessert display tray w/top (lucite)

35 - Brown plastic serving trays 12"x16"

3 - Dr. Pepper menu boards 24"x48"

1 - Pepsi (lighted) Drink Menu Board 24"x48"

1 - Pepsi Stained Glass Light (over bar area)

2 - Miller Beer Drink Menu Boards 18"x32"

#### SIGNS, ETC.

1 - Outside Sign (Lil Miss Harvey's Sub & Pub)

1 - Outside Sign (Submarines)

1 - Automatic clock timer for sign

2 - Signs for top of cars (12 volt 3-sided w/straps)

6 - Custom window mini blinds

1 - Door mini blind

2 - 24"x48" Dunnage Racks (onion room)

11 - Stainless steel shelves (walk-in box)

23 - Stainless steel shelves (store room)

20 - Stainless steel door shelves (walk-in box)

1 - Stainless steel rack w/3 shelves for soda cans

- 3 - 6 ft. folding catering tables (Brown formica steel)
- 1 - Time clock
- 1 - Timecard holder/rack

BOOK 553 PAGE 307

BATHROOM

- 3 - Restrooms (1 office restroom)
- 3 - Automatic towel dispensers
- 5 - Soap Dispensers
- 4 - Cromatic aire dispensers (Air refreshers)
- All toilet fixtures in all restrooms
- 1 - 2-wheel stockcart (S.W. Betz) Heavy Duty
- 1 - 4 ft. wood ladder

MISCELLANEOUS

- All stainless steel serving spoons and forks
- 2 - Handsinks - under counters in restaurant area
- 2 - Handsinks - 1 backroom, 1 prep. area
- 1 - Set (6) Hood filters in hood (custom made)
- 1 - Set (6) Hood filters - extra as 'back-up, approx. costs \$450.00 (custom made)
- All shelving in all rooms.
- All inner walls - we installed.
- Deep steak pans (Stainless steel)
- Plastic (Lucite) Veg. storage containers
- 1 - H.D. Heater Overhead mounted - back room

PROMISSORY NOTE

Baltimore, Maryland

FOR VALUE RECEIVED, the undersigned, promises to pay to the order of WILLIAM RACZ and SHEILA RACZ, their heirs and assigns, the principal sum of Twenty Thousand Dollars (\$20,000.00).

The interest thereon is at the rate of nine percent (9%) per annum; interest and principal payable in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment of all debts and dues, public and private, at the time of payment, as follows:

(a) commencing on the 5<sup>th</sup> day of April, 1990, principal and interest shall be paid in monthly installments of sixty (60) payments of Four Hundred Fifteen Dollars and Seventeen Cents (\$415.17) per month.

(b) the entire unpaid balance of principal, together with all accrued and unpaid interest, shall be due and payable on the 5<sup>th</sup> day of March, 1995. This note is executed and delivered pursuant to an Agreement between the undersigned and William Racz and Sheila Racz, dated the 5<sup>th</sup> day of March, 1990.

It is expressly agreed that if default is made in the payment of interest or any one of the aforesaid installments when and as the same shall become due and payable, then and in that event the unpaid balance of the aforesaid principal sum and all accrued and unpaid interest thereon shall, at the option of the holder hereof, at once become and be due and payable, anything hereinabove contained to the contrary notwithstanding.

In the event this Note or any installment due hereunder is not paid within ten (10) days after the date due whether at maturity or by acceleration, the maker authorizes the clerk or

any attorney of any court of record to appear for it and enter judgment by confession for the balance then due on this Note, together with interest, court costs and an attorney's fee of fifteen percent (15%) of the principal and interest then due hereunder.

All signers of this Note, either as principal, surety, endorser or co-maker, hereby waive presentment for payment, protest and notice of protest and non-payment. If this Note is referred to any attorney for collection, the undersigned will pay all costs of collection including attorney's fees of fifteen percent (15%) of the amount then due.

The maker hereof shall have the right to prepay the principal sum in whole at any time without premium or penalty therefor.

The maker to this Note pledges as security for his indebtedness to William Racz and Sheila Racz, all of the assets of the maker, which upon default hereon shall be forfeited to William Racz and Sheila Racz, up to the amount of the unpaid balance of principal and interest outstanding at the time of said default.

Upon the event of the sale of the business the unpaid principal and interest of this Note shall be due and payable immediately to the holder at his option.

This Note is secured by a Security Agreement and Financing Statement evidencing said Security Agreement, of even date, said Security Agreement is recorded or intended to be recorded among the Chattel Records of Anne Arundel County, and includes the liquor license for the business known as Lil' Miss Harvey's Sub & Pub operated at the premises known as 6718A Ritchie Highway, Glen Burnie, Maryland 21061, which liquor license shall remain upon the premises and not be transferred to another Buyer or moved to another location without the express written consent of the Sellers herein.

In the event that the undersigned shall become insolvent or make a general assignment for the benefit of creditors or apply for relief under the Bankruptcy Act or if an involuntary petition in bankruptcy or a bill of complaint for the appointment of a receiver shall be filed against any of the undersigned and not dismissed within thirty (30) days, the entire balance and accrued interest then due on this Note shall thereupon become due and payable.

WITNESS:

JACHAL, INC.  
Debtor

Patrice Cover

Edward W. Hall  
By: Edward W. Hall, President

GUARANTY

For value received, we hereby jointly and severally, personally guarantee the payment of the within Note at maturity, or at any time thereafter, with interest at the rate of nine percent (9%) per annum, waiving demand, notice of non-payment and protest.

WITNESS:

GUARANTORS:

Patrice Cover  
on to all

Edward W. Hall  
Edward W. Hall  
Jacqueline S. Hall  
Jacqueline S. Hall  
Charles S. Jacobs, III  
Charles S. Jacobs, III  
Rita M. Jacobs  
Rita M. Jacobs

To Be Recorded in the Chattel  
Records and in the Financing  
Statement Records of Anne Arundel  
County, Maryland, and Among  
the Financing Statement Records  
of The State Department of  
Assessments and Taxation

This Financing Statement  
Is Subject to Recording  
Tax of \$ \_\_\_\_\_ on  
Principal Sum of  
\$ 20,000.00

553 303

280308

FINANCING STATEMENT

1. Debtors: EDWARD W. HALL, JACQUELINE S. HALL and JACHAL, INC.  
19 Redare Court, Baltimore, Maryland 21234; and

CHARLES S. JACOBS, III and RITA M. JACOBS, his wife  
6820 Barnett Road, Baltimore, Maryland 21239

2. Secured Parties: William Racz and Sheila Racz, and  
their successors and assigns

3. The Debtor grants to the Secured Parties a security  
interest in and to, and this Financing Statement covers,  
the following:

a. All plant equipment, apparatus, machinery, fittings,  
appliances, furniture, furnishings and fixtures, and other  
chattels and personal property and replacements thereof, owned  
by the debtor and now or at any time hereafter affixed or  
attached to, incorporated in, placed upon, or in any way used  
in connection with the current or future utilization,  
enjoyment, occupation or operation of the business located at  
6718A Ritchie Highway, Glen Burnie, Maryland 21061, including  
by way of example and not by way of limitation:

See Attached Equipment List

b. The Liquor License for the business known as "Lil' Miss  
Harvey's Sub & Pub" operated at the premises known as 6718A  
Ritchie Highway, Glen Burnie, Maryland 21061.

The proceeds and products of the collateral are secured, as  
are future advances and after acquired property, and any  
substitutes, renewals, replacements, additions and accretions of  
or to any of the above described collateral, excepting  
therefrom any purchase money purchases of equipment and machi-  
nery purchased after date of settlement.

DEBTORS:

Edward W. Hall  
Edward W. Hall

Jacqueline S. Hall  
Jacqueline S. Hall

JACHAL, INC.

SECURED PARTIES:

William Racz  
William Racz

Sheila Racz  
Sheila Racz

By: Edward W. Hall, Pres.  
Edward W. Hall, Pres.

Charles S. Jacobs, III  
Charles S. Jacobs, III

Rita M. Jacobs  
Rita M. Jacobs

RECORD FEE  
POSTAGE

37.00  
50

4611850 0777 R03 T07:26

[SEAL]

AA CO. CIRCUIT COURT

LIL MISS HARVEY'S SUB & PUB  
EXHIBIT "A" - EQUIPMENT LIST

NOV 553 PAGE 304

- 1 - Delfield 2 door refrigerator #6051S
- 2 - Delfield 2 door freezer #6151S
- 1 - Delfield 27" salad top refrig. #401
- 1 - Delfield 48" salad top refrig. #4048-8
- 1 - Delfield on wheels freezer #D18838-F32
  - \* Include 1 year service & 5 year compressor warranty on all Delfield units
- 2 - Pitco #E14B2 steel tank fryers 208V 30
- 1 - Pitco built in filter w/damp station on casters
- 1 - Metal Masters s/s table w/gav. shelf w/2 drawers #T2472B
- 1 - Metal Masters 3 comp. sink (corner) #C314-16-3-18
- 2 - Metal Masters s/s table w/1 drawer s/s shield 6" back splash - 3 sides
- 1 - Icematic flaker #F600W48
- 2 - Berkel slicer grav. fee auto 2 speed #818
- 1 - Robert Coupe R4X food processor w/cont. feed attachment
- 1 - Sharpe microwave #R23BT
- 2 - Vulcan Hart pizza oven #VGCR1717
- 2 - Idea crock pot (soup R Hot cooker warmer #6105)
- 1 - Vulcan Hart 72" electric grill front grease trough w/stand and casters 208V 30
- 1 - Harford 8x12 walk-in w/3 glass doors air cooled compressor with 5 year warranty delivered, installed, started
- 1 - Sheet Metal Craft 12' s/s hood w/make-up air ansul system delivered, installed
- 1 - sheet Metal Craft s/s panel under hood 12'x47'

IN RESTAURANT AREA

All custom built counters and shelving

- 1 - Laneer telephone system w/4 push button and 1 master set and a remote outside hook up (approx. 4 mos. still owed)
- 2 - Sharp #ER2391 cash registers
- 1 - French fry warmer w/2 lamps (mounted to fryer)
- 1 - Adding machine #T15130

- 1 - Stainless steel table w/shelf (24"x35"x34" high)
- 3 - Wood stands 2/4 shelves each (approx. 14"x14"x32"H)
- 1 - Taylor Milkshake/Icecream machine - #8657 (Retail value \$19,950.00) custom made. 553 305
- 1 - P.A. System w/amp & 3 speaker hook-up
- 1 - True #TDD3 Draft Beer Dispenser 2/3 dispensers
- 5 - Ceiling fans #WF00-3 speed w/lights - dimmer switches & FWD and reverse spin
- 12 - folding chairs (white)
- 1 - 41 1/2" round glass top (white) tables
- 8 - 29" round glass top (white) tables
- 1 - 41" square formica table (white)
- 4 - 23" Icecream style (white) tables
- 3 - 2-lite emergency lighting systems
- 40 - white metal kane chairs
- 8 - 2'x4' ceiling (flourescent) 4 lamp fixtures (we purchased and installed)
- 1 - Brass style coat rack
- 1 - Wall rack for books and newspapers (3 compart)
- 1 - Pinball (Williams) Highspeed
- 1 - Pinball (Williams) F-14
- 1 - Pinball (Gottlieb) "The Games"
- 1 - Big Screen T.V. (Zenith) w/remote & 2 remote Speaker hook-ups
- 1 - Custom built T.V. stand (45"w x 18" x 48"h)
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- 2 - Floor Mats 34"x58" w/logo
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- 2 - Napkin dispensers
- 1 - Straw dispenser
- 1 - Dessert display tray w/top (lucite)
- 35 - Brown plastic serving trays 12"x16"
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- 1 - Pepsi (lighted) Drink Menu Board 24"x48"
- 1 - Pepsi Stained Glass Light (over bar area)
- 2 - Miller Beer Drink Menu Boards 18"x32"

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- 1 - Outside Sign (Submarines)
- 1 - Automatic clock timer for sign
- 2 - Signs for top of cars (12 volt 3-sided w/straps)
- 6 - Custom window mini blinds
- 1 - Door mini blind
- 2 - 24"x48" Dunnage Racks (onion room)
- 11 - Stainless steel shelves (walk-in box)
- 23 - Stainless steel shelves (store room)
- 20 - Stainless steel door shelves (walk-in box)
- 1 - Stainless steel rack w/3 shelves for soda cans

- 3 - 6 ft. folding catering tables (Brown formica steel)
- 1 - Time clock
- 1 - Timecard holder/rack

BOOK 553 PAGE 307

#### BATHROOM

- 3 - Restrooms (1 office restroom)
- 3 - Automatic towel dispensers
- 5 - Soap Dispensers
- 4 - Cromatic aire dispensers (Air refreshers)
- All toilet fixtures in all restrooms
- 1 - 2-wheel stockcart (S.W. Betz) Heavy Duty
- 1 - 4 ft. wood ladder

#### MISCELLANEOUS

- All stainless steel serving spoons and forks
- 2 - Handsinks - under counters in restaurant area
- 2 - Handsinks - 1 backroom, 1 prep. area
- 1 - Set (6) Hood filters in hood (custom made)
- 1 - Set (6) Hood filters - extra as 'back-up, approx. costs \$450.00 (custom made)
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- All inner walls - we installed.
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It is expressly agreed that if default is made in the payment of interest or any one of the aforesaid installments when and as the same shall become due and payable, then and in that event the unpaid balance of the aforesaid principal sum and all accrued and unpaid interest thereon shall, at the option of the holder hereof, at once become and be due and payable, anything hereinabove contained to the contrary notwithstanding.

In the event this Note or any installment due hereunder is not paid within ten (10) days after the date due whether at maturity or by acceleration, the maker authorizes the clerk or

any attorney of any court of record to appear for it and enter judgment by confession for the balance then due on this Note, together with interest, court costs and an attorney's fee of fifteen percent (15%) of the principal and interest then due hereunder.

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In the event that the undersigned shall become insolvent or make a general assignment for the benefit of creditors or apply for relief under the Bankruptcy Act or if an involuntary petition in bankruptcy or a bill of complaint for the appointment of a receiver shall be filed against any of the undersigned and not dismissed within thirty (30) days, the entire balance and accrued interest then due on this Note shall thereupon become due and payable.

WITNESS:

JACHAL, INC.  
Debtor

Patrice Cavan

Edward W. Hall  
By: Edward W. Hall, President

GUARANTY

For value received, we hereby jointly and severally, personally guarantee the payment of the within Note at maturity, or at any time thereafter, with interest at the rate of nine percent (9%) per annum, waiving demand, notice of non-payment and protest.

WITNESS:

GUARANTORS:

Patrice Cavan  
or to all

Edward W. Hall  
Edward W. Hall  
Jacqueline S. Hall  
Jacqueline S. Hall  
Charles S. Jacobs, III  
Charles S. Jacobs, III  
Rita M. Jacobs  
Rita M. Jacobs

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. 280309

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 38,000.00If this statement is to be recorded in land records check here. ☐

Recordation Tax paid to Anne Arundel County in the amount of \$266.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name C.E. Stoll Trucking, Inc.  
Address 3710 Tanglewood Lane Davidsonville, MD 21035

## 2. SECURED PARTY

Name Orix Credit Alliance, Inc.  
Address 500 DiGuilian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00  
RECORD TAX 266.00  
POSTAGE CK .50  
#611880 6777 R03 T09128  
03/20/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- ☒ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

Charles E. Stoll  
(Signature of Debtor)

Charles E. Stoll, owner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.  
Type or Print Above Signature on Above Line

553 312

**IX CREDIT ALLIANCE, INC.**  
770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

**SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS**

THIS MORTGAGE made the 5th day of March, 1990 by and between

C.E. Stoll Trucking, Inc. , having his principal place of business at

(Name of Mortgagor)

3710 Tanglewood Lane Davidsonville, MD 21035

(Address of Mortgagor)

Orix Credit Alliance, Inc.

"Mortgagee";

"Mortgagor", and (If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.)

**WITNESSETH:**

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise; and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS:

Doris Marie Stoll  
Secretary/Witness

C.E. Stoll Trucking, Inc.

..... (Seal)  
Mortgagor  
By Charles E. Stoll  
(Title)

STATE OF Maryland } S.S.  
COUNTY OF Anne Arundel

being duly sworn, deposes and says:

1. He is the Owner of C.E. Stoll Trucking, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this 5th day of March, 19 90  
Rosethel Ceresa  
NOTARY PUBLIC

(Notarial Seal)

STATE OF Maryland, COUNTY OF Prince George's, SS:

I, Rosethel Ceresa, a Notary Public duly qualified in and for said County and State, do hereby certify that on this 5th day of March, 19 90 in (Place) Glenn Dale in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual)  
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)  
and known as and to be member of the partnership of \_\_\_\_\_

and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_  
C.E. Stoll Trucking, Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he

knows the contents of said instrument; that he resides at \_\_\_\_\_

that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

Rosethel Ceresa  
NOTARY PUBLIC

My Commission Expires July 1, 1990

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated March 5 19 80 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	10 Wheel Mack Dump Truck w/Snyder Perfectionate Excavator Body	1979 DM600	
One (1)	10 Wheel Mack Dump Truck w/Snyder Perfectionate Excavator Body	1976 DM600	
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

C.E. Stoll Trucking, Inc.

By: Charles E Stoll

553 315

Anne Arundel County  
C-02-08156-0

STATE OF MARYLAND

280310

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Masonry Management, Inc. T/A The Baltimore Contractors  
Address 501 Stewart Avenue Glen Burnie, MD 21061

2. SECURED PARTY

Name Valley Supply & Equipment Company, Inc.  
Address 108 E. Baltimore Street Funkstown, MD 21734  
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Maryland Masonry Management, Inc. T/A The Baltimore Contractors

Ronald B. Hook, owner  
(Signature of Debtor)

Ronald B. Hook, owner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Valley Supply & Equipment Company, Inc.

Howard Klein, Pres.  
(Signature of Secured Party)

HOWARD KLEIN, Pres.  
Type or Print Above Signature on Above Line

RECORDED FEE 18.00  
POSTAGE .50  
#611890 CTTT R03 T07:30  
03/20/90  
H. ERIC SCHAFER  
AA CO. CIRCUIT COURT

## CONDITIONAL SALE CONTRACT NOTE

TO: Valley Supply &amp; Equipment Company, Inc.

FROM: Inc. T/A The Baltimore Contractors

108 E. Baltimore Street Funkstown, MD 21734

501 Stewart Avenue Glen Burnie, MD 21061

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):

One (1) 1987 Ingersoll Rand Model  
M1706E Rough Terrain Forklift,  
S/N 70GYCS5060MCB

(1) CASH SALE PRICE .....	\$ 33,000.00
(2) DOWN PAYMENT in Cash .....	\$ 8,358.00
(3) DOWN PAYMENT in Goods* (Trade-in Allowance) .....	\$ -0-
(4) UNPAID BALANCE [Items (1) - (2) - (3)] .....	\$ 25,242.00
(5) INSURANCE and other Benefits .....	\$ -0-
Types of coverage and benefits .....	
(6) OFFICIAL or DOCUMENTARY FEES .....	\$ 200.00
Describe and itemize .....	
(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] .....	\$ 25,442.00
(8) FINANCE CHARGE (Time Price Differential) .....	\$ 6,541.48
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] .....	\$ 31,983.48
(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$ 40,342.48

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

501 Stewart Avenue

Glen Burnie

Anne Arundel

Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty one thousand nine hundred eighty three and 48/100 \*\*\*\*\* Dollars (\$ 31,983.48 ) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 13th day of April, 19 90 and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 888.43 and the final installment being in the amount of \$ 888.43 with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE  
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE  
CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: March 1, 19 90

BUYER(S)-MAKER(S):

Maryland Masonry Management, Inc. T/A  
The Baltimore Contractors

(SEAL)

Accepted: Valley Supply & Equipment Company, Inc.

(Print Name of Seller Here)

(Print Name of Buyer-Maker Here)

By: [Signature]

(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]Co-Buyer-Maker: Ronald B. Hook

(SEAL)

(Print Name of Co-Buyer-Maker Here)

By: \_\_\_\_\_

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HERewith.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.**

(L.S.)

(L.S.)

(Guarantor-Endorser)

(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature  
of  
Seller

By: \_\_\_\_\_  
(Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 1, 1990

between Valley Supply & Equipment Company, Inc., as Seller/Lessor/Mortgagee,  
and Maryland Masonry Management, Inc. T/A The Baltimore Contractors 501 Stewart Avenue  
(Name) (Address) Glen Burnie, MD 21061

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 31,983.48

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of March, 19 90.  
Valley Supply & Equipment Company, Inc. (Seal)

By: [Signature]  
(Seller/Lessor/Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

553 319 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. **280311**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DUBOIX~~ Lessee:

Name Hardee's Food Systems, Inc.

Address 1233 North Church Street, Rocky Mount, NC 27801

2. ~~XXXXXXXXXXXX~~ Lessor:

Name CLG, Inc.

Address 1045 Bullard Court, Raleigh, NC 27615

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)  
Assignment of Lease Agreement dated July 9, 1985, Supplement No. 113 between Hardee's Food Systems, Inc. as Lessee and CLG, Inc. as Lessor covering (1) Northern Telecom Mail System, S/N: 705327 located in Linthicum, MD. This filing relates to property subject to a true lease and is for informational purposes only.

Name and address of Assignee  
First Union National Bank  
PO Box 3008  
Raleigh, NC 27602

NOT SUBJECT TO RECORDATION TAX.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

Lessee: Hardee's Food Systems, Inc.

(Signature ~~XXXXXX~~)

RALPH E. PETERSON  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lessor: CLG, Inc.

MARSHA E. DENNIS  
SENIOR VICE PRESIDENT

Type or Print Above Signature on Above Line

FILED WITH: ANNE ARUNDEL CO. MD  
03/20/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

RECORD FEE 1.00  
POSTAGE 0.50  
#611900 DT77 R03 09:30

BOOK 553 PAGE 320

280312

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

CLG, Inc.  
3001 Spring Forest Road  
Raleigh, NC 27604

(2) Secured Party(ies) (Name(s) And Address(es):

FIRST UNION NATIONAL BANK  
OF NORTH CAROLINA  
P.O. Box 3008  
Raleigh, NC 27602  
(ATTN: Walter Ricks)

(4) Assignee(s) of Secured Party, Address(es):

(3) (a) ☐ Collateral is or includes fixtures.  
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(5) This Financing Statement Covers the Following types [or items] of property.

See attached Schedule "A" dated January 31, 1990 for a description of equipment taken as collateral.

RECORDATION TAX IS \$409.65, BASED ON A VALUE OF \$58,521 Supp 108, 112, 113, 114 (HFS)

☒ Products of the Collateral Are Also Covered.

☒ PROCEEDS OF THE COLLATERAL ARE ALSO COVERED.

(6) Signatures: Debtor(s)

CLG, Inc.

(By) 

Standard Form Approved by N.C. Sec. of State

Secured Party(ies) [or Assignees]  
FIRST UNION NATIONAL BANK OF NORTH CAROLINA

(By) 

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State

☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical 301566 150/PKG

UCC-2

RECORD FEE

RECORD TAX

POSTAGE

For Filing Officer

#611910 0777 R03 709131

03/20/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Linchicum, MD  
Anne Arundel County

SCHEDULE "A" TO SECURED NOTE DATED JANUARY 31, 1990 IN THE AMOUNT OF ONE HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED FOURTEEN AND 27/100THS DOLLARS (\$137,914.27) PLUS INTEREST BY AND BETWEEN FIRST UNION NATIONAL BANK OF NORTH CAROLINA ('LENDER') AND CLG, INC. ('BORROWER'):

. . . All of CLG, Inc.'s right, title, and interest in and to the following lease agreements, rentals, and all sums due thereunder; and the referenced leased equipment:

LEASE: Equipment lease between CLG, Inc. ("Lessor") and Hardee's Food Systems, Inc. ("Lessee") dated July 9, 1985.

LEASED EQUIPMENT (SPECIFIC COLLATERAL IS AS FOLLOWS) :

SUPP.	TYPE	SERIAL NUMBER	MODEL/FEATURE	DESCRIPTION
108	DEC (2)	CX92806591-XA	SA-600	Disk unit
112	TELEX (3)	092982, 092984, 093004	1192	Display Station
*113	Northern Telecom Mail System (1)	705327	NT9D00AA	SP 4 Ports Meridian Voice

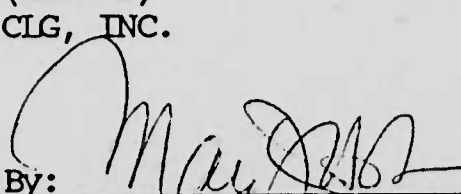
\*Consisting of: (1) NT4G13EA Cabinet Unit; (1) NT4G13EB Power Supply; (2) NT4G59AF 2 Meg Memory; (1) NT4G59AG SCSI Ram; (1) NT4G59AB Multi-Signal Processor (MSP); (1) NT4G59AC ESBC; (1) NT4G08CA Tape Assembly; (1) NT4G13CB Installation Kit; (1) NT3M50AC 2400 BPS Modem; (2) NTOM96DG RS232 Modem Cables; (1) A0330842 NT220 Terminal; (1) NT3M56AC Serial Inkjet Printer; (3) NTOM96DC RS232 Printer Cable; (1) QPC513 ESDI Card; (1) NT4G08BA 187 MB Hard Disk Assembly; (1) NT3M50AD A/B Switch; (7) PO677571 Meridian Mail User Guides (15); (1) PO693365 Meridian Mail SP Ref Manual; (1) ONEAC Line Conditioner; (3) A0326745 Tape Cartridge Backup Tapes; (1) NT4G59AB Meridian Mail SP; (1) NTU9100 350Mb disk Upgrade; (1) NT52450 RTU/Meridian Mail SP 5 Hour; (1) NT52453 RTU/MM SP 5-11 Storage Exp; (1) NT57600 Special SL-1 Meridian Mail for PBX

114	DEC (1)	N172101817	851-BB-AE 8530	16Mb System
114	DEC (1)	none	DB-88	Back Plane
114	DEC (1)	none	KA85-AA	CPU
114	DEC (1)	none	MS88-AA	4Mb Mem
114	DEC (1)	none	MS88-CA	16Mb Mem
114	DEC (1)	SA43931	PC38N-AA	Console
114	DEC (1)	none	DEBNT-LJ	Ethernet Interface
114	DEC (1)	none	KDB50-AA	RA Disk Controller
114	DEC (1)	none	CIBCA-AA	VAX BI/CI Interface
114	DEC (1)	none	H9652-EC	8500 Exp Cab
114	DEC (2)	none	MS88-CA	16 Mb Mem
114	DEC (1)	none	BA 32-BA	Exp Box
114	DEC (1)	none	DB88-AE	VAX BI Exp Channel

together with all substitutions, parts, accessories, alterations, and modifications, replacements, additions, and accessions to the above described lease equipment and all extensions and renewals of the above described leases, and products of all the foregoing collateral. Claiming of proceeds shall not be construed as consent to sale or exchange of Collateral by Debtor. Executed this 31st day of January, 1990.

(Lessor)  
CLG, INC.

Attest: \_\_\_\_\_  
Assistant Secretary  
(Corporate Seal)

By:  (SEAL)  
Marsha J. H. Deane  
Senior Vice President

553 322

280313

# FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Lonnie W. Kelly T/A Kelly's Plant Farm

Address 820 Reese Road Severn, Maryland 21144

## 2. SECURED PARTY

Name Vermeer Sales & Service, Inc.

Address P O Box 189 Annapolis Junction, Maryland 20701

## 3. ASSIGNEE

Name \_\_\_\_\_

Address \_\_\_\_\_  
(Address to whom statement is to be returned)

4. Maturity date of obligation (if any) \_\_\_\_\_

5. This financing statement covers the following types (or items) of property: (list)  
OMC Mustang Model 342 loader with 14 ct. bucket. Serial #73532

RECORD FEE 12.00  
#611760 C777 R03 T09:34  
CK 03/20/90  
NRLE SCHAFER  
AA CO. CIRCUIT COURT

## CHECK ☐ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are to be grown on: (described real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

Lonny W. Kelly  
(Signature of Debtor)

Lonnie W. Kelly

Type or Print Above Signature on Above Line

John L. Vos  
(Signature of Secured Party)

John L. Vos, President

Type or Print Above Name on Above Line

12

**ABSSCO**<sup>280314</sup>  
*Enterprises*

10755 York Road, Cockeysville, Maryland 21030-2114 (301) 252-4800

## FINANCING STATEMENT

ACCOUNT  
NO

35218

LEASE  
NO

3456

## SECURED PARTY

NAME AND ADDRESS OF LESSEE		DELIVER TO: (GIVE COMPLETE ADDRESS)
GREG ZABARNY		
226 Dover Road		
Glen Burnie, MD 21061		
QUANTITY	DESCRIPTION-MAKE-MODEL	SERIAL #
1	Minolta 2100 with Universal Paper Tray	3637997
		RECORD FEE 11.
		RECORD TAX 10.
		POSTAGE <b>CK</b>

RECORD FEE 11.00

RECORD TAX	10.50
------------	-------

POSTAGE ~~OK~~ 50

Jul 1980 C777 R63 10:35

 TO BE

RECORDED IN FINANCING STATEMENT

**SUBJECT TO**

RECORDING TAX ON PRINCIPAL 03/20/90

☐ NOT TO BE☐ NOT SUBJECT TO

AMOUNT OF \$ 1500 FILE SCHAEFER

1. This Financing Statement covers the above described equipment:  
(Describe - attach separate list if necessary)
2. Proceeds of collateral are covered.
3. Products of collateral are not covered.

DEBTOR (S):

SECURED PARTY:

DEBTOR(S): Megay Zelay  
(SIGNATURE OF DEBTOR)

(SIGNATURE OF DEBTOR)

Gregory Zabarny-Owner

TYPE OR PRINT

(SIGNATURE OF DEBTOR)


(SIGNATURE OF DEBTOR)

TYPE OR PRINT

TYPE OR PRINT

ABSSCO ENTERPRISES

BY:

BY:   
(SIGNATURE OF SECURED PARTY)

(SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT

ALANT. ELKIN, PRESIDENT  
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES  
10755 York Road  
Cockeysville, Maryland 21030-2114

111550

553 324

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 280315

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDWARD B. MILLER  
Address 710 POLLING HOUSE Rd. HARWOOD, Md. 20776

2. SECURED PARTY

Name HUGH C. GARDINER, INC.  
Address Box 127 FAULKNER, Md. 20632

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MARCH 15-1993

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)

#611990 CTTT R03 T09:35

1- NEW MODEL 350 CASE IH  
DISK HARROW - 9'-1"

SN=JAG0145068

Name and address of Assignee  
J. I. CASE CREDIT CORP.  
5790 WIDEWATERS PARKWAY  
SYRACUSE, NEW YORK 13214

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

Edward B. Miller  
(Signature of Debtor)

Edward B. Miller  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Hugh C. Gardiner, Inc. Sec. Treas.  
(Signature of Secured Party)

Hugh C. Gardiner, Inc. Sec. Treas.  
Type or Print Above Signature on Above Line

PARTIES	
Debtor name (last name first if individual) and mailing address:	
BRUCE L. SETTLE 21 S. PAULA ST. LAUREL MD 20707	
Debtor name (last name first if individual) and mailing address:	
AUDREY L. CARDER 21 S. PAULA ST. LAUREL MD 20707	
Debtor name (last name first if individual) and mailing address:	
EASTERN HOMES, INC.  8291 WASHINGTON BLVD. JESSUP MD 20794	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	
GREEN TREE ACCEPTANCE, INC.  3062 PS BUSINESS CENTER WOODBIDGE VA 22192	
Special Types of Parties (check if applicable):	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively	
<input type="checkbox"/> Debtor is a Transmitting Utility.	
SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania-	
<input type="checkbox"/> when the collateral was moved to this county.	
<input type="checkbox"/> when the Debtor's residence or place of business was moved to this county.	
d. already subject to a security interest in another jurisdiction-	
<input type="checkbox"/> when the collateral was moved to Pennsylvania.	
<input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above):	
EASTERN HOMES, INC.	

FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
553 PAGE 325	280316
RECORD FEE 12.05	
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and is to be filed with the (check applicable box):	
<input type="checkbox"/> Secretary of the Commonwealth.	
<input type="checkbox"/> Prothonotary of _____	
<input type="checkbox"/> real estate records of _____	
Number of Additional Sheets (if any):	
Optional Special Identification (Max. 10 characters):	
COLLATERAL	
Identify collateral by item and/or type:	
1990 OCILLA MONTCLAIR 26 X 52 SERIAL# K2050ES1565GA-AB AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR THE STATE LAW EQUIVALENT STATUTE."	
<input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-	
a. <input type="checkbox"/> crops growing or to be grown on -	
b. <input type="checkbox"/> goods which are or are to become fixtures on -	
c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on -	
d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
the following real estate:	
Street Address:	
Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____	
for _____ County Uniform Parcel Identifier _____	
<input type="checkbox"/> Described on Additional Sheet.	
Name of record owner (required only if no Debtor has an interest of record):	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
BRUCE L. SETTLE	
AUDREY L. CARDER	
RETURN RECEIPT TO:	
GREEN TREE ACCEPTANCE, INC.	
3062 PS BUSINESS CENTER WOODBIDGE VA 22192	

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Delta Sales South, Inc. 8836 Washington Blvd. Crossroads Ind. Park Jessup, MD 20794	Laribee Wire Manufacturing Company, Inc. 747 Third Avenue New York, NY 10017	
4. This financing statement covers the following types (or items) of property:		5. Assignee(s) of Secured Party and Address(es)
All inventory manufactured, distributed or imported by Consignor in the possession of and consigned to Consignee including, without limitation, all wire and cable manufactured, distributed or imported by Consignor, and including the proceeds and products of all the foregoing.		RECORD FEE 11.00 POSTAGE .50 #612050 DT77 R03 T09:39 03/20/90 CK H. ERLE SCHAFER AA CO. CIRCUIT COURT 5210579
NOT SUBJECT TO RECORDATION TAX.		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)		Filed with:
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.		<del>XXXXXXXXXXXX</del>
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Anne Arundel County
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
DELTA SALES SOUTH, INC.	LARIBEE WIRE MANUFACTURING COMPANY, INC.	
By: <u>[Signature]</u> Signature(s) of Debtor(s)	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	By: <u>[Signature]</u> Title

(1) Filing Office Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

553 PAGE 327

280318

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Delta Sales South, Inc. 8836 Washington Blvd. Crossroads Ind. Park Jessup, MD 20794	2. Secured Party(ies) and address(es) Laribee Wire Manufacturing of New York, Inc. 747 Third Avenue New York, NY 10017	Number _____  RECORD FEE 11.00 POSTAGE .50 5. Assignee(s) of Secured Party and Address(es) _____ 03/20/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT CK 5210579
4. This financing statement covers the following types (or items) of property:  All inventory manufactured, distributed or imported by Consignor in the possession of and consigned to Consignee including, without limitation, all wire and cable manufactured, distributed or imported by Consignor, and including the proceeds and products of all the foregoing.  NOT SUBJECT TO RECORDATION TAX.		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:	Filed with: <del>HOWARD COUNTY</del> Anne Arundel County
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:	
DELTA SALES SOUTH, INC. By: <u>[Signature]</u> Signature(s) of Debtor(s)	LARIBEE WIRE MANUFACTURING OF NEW YORK, INC. By: <u>[Signature]</u> Signature(s) of Secured Party(ies) Title: <u>[Signature]</u>

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

553 325

280319

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

Delta Sales South, Inc.  
8836 Washington Blvd.  
Crossroads Ind. Park  
Jessup, MD 20794

2. Secured Party(ies) and address(es)

Larcon Wire Corporation  
747 Third Avenue  
New York, NY 10017

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

All inventory manufactured, distributed or imported  
by Consignor in the possession of and consigned to  
Consignee including, without limitation, all wire and  
cable manufactured, distributed or imported by Consignor,  
and including the proceeds and products of all the  
foregoing.

NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 11.00

TOTAL 11.00

5. Assignee(s) of Secured Party and  
Address(es)

CK 03/20/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
POSTAGE .50  
#612080 0777 R03 T09:39

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

~~Howard County~~  
Anne Arundel County

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented:

DELTA SALES SOUTH, INC.

LARCON WIRE CORPORATION

By:

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

BOOK 553 PAGE 329

280320

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Delta Sales South, Inc.  
8836 Washington Blvd.  
Crossroads Ind. Park  
Jessup, MD 20794

2. Secured Party(ies) and address(es)

Laribee Sales Corp.  
747 Third Avenue  
New York, NY 10017

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50

4. This financing statement covers the following types (or items) of property:

All inventory manufactured, distributed or imported  
by Consignor in the possession of and consigned to  
Consignee including, without limitation, all wire and  
cable manufactured, distributed or imported by Consignor,  
and including the proceeds and products of all the  
foregoing.

NOT SUBJECT TO RECORDATION TAX.

5. Assignee(s) of Secured Party and Address(es)

03/20/90  
H. EARLE SCHAFER  
AA CO. CIRCUIT COURT

6250579

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

~~XXXXXXXXXX~~

Anne Arundel County

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented:

DELTA SALES SOUTH, INC.

LARIBEE SALES CORP.

By [Signature]  
Signature(s) of Debtor(s)

Title

By

[Signature]  
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

553 PAGE 330

280321

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Delta Sales South, Inc. 8836 Washington Blvd. Crossroads Ind. Park Jessup, MD 20794	2. Secured Party(ies) and address(es) Trio Wire & Cable Corp. 747 Third Avenue New York, NY 10017	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 03/20/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT 6490579
4. This financing statement covers the following types (or items) of property:  All inventory manufactured, distributed or imported by Consignor in the possession of and consigned to Consignee including, without limitation, all wire and cable manufactured, distributed or imported by Consignor, and including the proceeds and products of all the foregoing.  NOT SUBJECT TO RECORDATION TAX.		5. Assignee(s) of Secured Party and Address(es) 03/20/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT 6490579

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with: Anne Arundel County <del>Howard County</del>
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Callateral are also covered. <input checked="" type="checkbox"/> Products of Callateral are also covered. No. of additional Sheets presented:		
DELTA SALES SOUTH, INC.	TRIO WIRE & CABLE CORP.	
By: <u>[Signature]</u> Signature(s) of Debtor(s)	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	Sec'y Title
(1) Filing Officer Copy-Alphabetical		
STANDARD FORM - FORM UCC-1. (For Use in Most States)		

1810324/0001

146808

553 331

280322

## FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_  
2. ☒ To Be Recorded among the Financing Records at ANNE ARUNDEL COUNTY, MARYLAND  
3. ☐ Not subject to Recordation Tax.  
4. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 70,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County Circuit Court (\$490.00). 3/2/90

5. Debtor(s) Name(s): \_\_\_\_\_ Address(es): \_\_\_\_\_  
Gross Mechanical Laboratories, Inc. 7240 Standard Drive  
Hanover, Maryland 21076

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. N/A

6. Secured Party: Maryland National Bank Address: Department: LDRU  
Post Office Box 987, Mailstop 02-28-01  
Attention: BARBARA LEWIS Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☐ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☒ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_  
(to be completed if the Debtor does not have an interest of record in the real estate.)

RECORD FEE 11.00

RECORD TAX 490.00  
POSTAGE .50

Description of Collateral (or Real Property). (Continued on Schedule A):  
(1) CNC Milling Machine S/N 10298/CTRL

H612110 CTTT R03 T09:41

Debtor: Gross Mechanical Laboratories, Inc. Secured Party: Maryland National Bank

By: Donald P. Gross - President (Seal)  
Type name and title, if any Donald P. Gross - President

By: Meg A. Roedel (Seal)  
Type name and title, if any Meg A. Roedel - Commercial Banking Officer

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

## MARYLAND NATIONAL BANK

207-95 REV. 7/88

## RETURN TO:

MARYLAND NATIONAL BANK  
ATTN: LEGAL DOCUMENTATION  
REVIEW UNIT  
P.O. BOX 17372  
BALTIMORE, MARYLAND 21203

11  
490.50

**PARTIES**

Debtor name (last name first if individual) and mailing address:

Didio, Don  
D.B.A. Utility Adjustment  
Box 205  
Pasadena Maryland 21122

Debtor name (last name first if individual) and mailing address:

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

Midlantic Commercial Leasing Corp.  
225 West 34th Street  
New York, N.Y. 10122

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

2a

Special Types of Parties (check if applicable):

☒ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) —

a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.

b. ☐ as to which the filing has lapsed.

c. already subject to a security interest in another county in Pennsylvania —

☐ when the collateral was moved to this county.

☐ when the Debtor's residence or place of business was moved to this county.

d. already subject to a security interest in another jurisdiction —

☐ when the collateral was moved to Pennsylvania.

☐ when the Debtor's location was moved to Pennsylvania.

e. ☒ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

J Banks

**FINANCING STATEMENT**  
Uniform Commercial Code Form UCC-1  
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): 553 EX-332

Date, Time, Filing Office (stamped by filing officer): 280323

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

☐ Secretary of the Commonwealth.

☐ Prothonotary of \_\_\_\_\_ County.

☐ real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

**COLLATERAL**

Identify collateral by item and/or type:

(1) 1990 Hydra-Mac Loader, Model #1450, Serial Number: 1450-1029.

NOT SUBJECT TO RECORDATION TAX  
SECURED PARTY IS THE SELLER

RECORD FEE 12.00  
#612150 0777 R03 T09:44  
03/20/90  
CK ERLE SCHAFER  
HA CO. CIRCUIT COURT

☐ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))

a. ☐ crops growing or to be grown on —

b. ☐ goods which are or are to become fixtures on —

c. ☐ minerals or the like (including oil and gas) as extracted on —

d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:

Described at: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_, for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_

☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

**DEBTOR SIGNATURE(S)**

Debtor Signature(s):

1a DON DIDIO

1b

RETURN RECEIPT TO:

MIDLANTIC COMMERCIAL LEASING CORP.  
225 WEST 34th STREET  
NEW YORK, N. Y. 10122

553 333  
FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Thomas E. Stuehler d/b/a  
Name La Fontiane Bleu  
Address 190 L. Penrod Court, Glen Burnie, MD 21061

2. SECURED PARTY  
Name Midlantic Commercial Leasing  
Address 225 W. 34th St.  
New York, NY 10122  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
Carpeting

Adams Rose Broadloom 1812 Color 4  
Adams Rose Border 1012 Color 4  
Solid 1878 Color 31  
Pindot DR T386285-89 6701  
500 Sq. yards of carpeting

NOT SUBJECT TO RECORDATION TAX  
SECURED PARTY IS THE SELLER

RECORD FEE 12.00

#612160 0777 R03 T09:44

CK

03/20/70

CHECK ☒ THE BOXES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

H. F. SCHAFFER  
AA CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

Thomas E. Stuehler  
(Signature of Debtor)

Thomas E. Stuehler  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

T. Banks  
(Signature of Secured Party)

T. BANKS

Type or Print Above Signature on Above Line

T. Banks

# Butler Leasing Company

## FINANCING STATEMENT (FORM UCC-1)

LESSEE: Champion Realty, Inc.  
541-B Baltimore Annapolis Blvd.  
Severna Park, MD 21146

280325

LESSOR: BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

THE BANK OF GLEN BURNIE  
P. O. Box 70  
Glen Burnie, Maryland 21061

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.  
See Attached Equipment Schedule

RECORD FEE 1.50  
RECORD FEE 11.70  
POSTAGE .50  
#612180 CTT7 R03 T09146  
CK 03/20/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND  
REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: See Attached Schedule Equipment, ,

LESSEE  
Champion Realty, Inc.

LESSOR  
BUTLER LEASING COMPANY

BY: Carol M. Goss

BY: Grace M. Cullage

CAROL M. GOSS, CONTROLLER  
PRINT NAME & TITLE:

Grace M. Cullage, Vendor Service Manager

FILING OFFICER: Please record and return to:  
BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, Maryland 21045-0609  
(301)720-6600 (202)621-8360

1350

# Butler Leasing Company

553-335

## EQUIPMENT SCHEDULE

<u>QTY</u>	<u>DESCRIPTION</u>
	EQUIPMENT TO BE LOCATED AT: 3905 MOUNTAIN ROAD PASADENA, MD 21122
1	D130600DD EXECUTIVE DESK, GRAY
1	D130600D (RIGHT RETURN), GRAY
3	LATERAL FILES, FIVE TIER
2	LATERAL FILES, TWO TIER
1	UNITED MANAGERS CHAIRS
2	UNITED SIDE CHAIRS
11	QUAKER 4310-11 MAHO/GRADE 110
1	ARNOLD CYLINDER
2	42" ROUND MAHOGANY W/LAMINATE TOP
2	42" MAHOGANY W/LAMINATE TOP
12	DELIVERY/INSTALLATION OF 12 CHAIRS STORED FOR 18 MONTHS
1	60" BPI PANEL
4	STRAIGHT CONNECTORS
1	TRILLIUM PANTHER 1032 CONTROL UNIT
24	10 LINE STATION TELEPHONES NON-HANDSFREE (NHF)
12	3 PAIR PRECABLES
1	SURGE SUPPRESSOR
1	POWER FAILURE JACK
2	32 STATION DSS/BLF CONSOLE
3	TRILLIUM PANTHER 1032 STANDARD TELSETS
1	VALCOM MOH RADIO
1	BATTERY BACKUP OPTION (INSTALLED)
1	LIGHTENING PROTECTION (10 LINES)

# Butler Leasing Company

553 336

EQUIPMENT TO BE LOCATED AT:  
REVELL HIGHWAY  
RT. 50  
ANNAPOLIS, MD 21401

1	CARPETING AND TILE FOR CAPE ST. CLAIR OFFICE
4	UNITED MANAGER CHAIR
10	UNITED MANAGER SIDE CHAIRS
1	QUAKER 4310-11 MAHO/GRADE 110
2	ARNOLD CYLINDER
2	D13060DD EXECUTIVE DESK, GRAY
2	D130600D (1H RETURN), GRAY
3	LATERAL FILES (FIVE TIER)
3	LATERAL FILES (TWO TIER)
1	TRILLIUM PANTHER CONTROL UNIT
24	10 LINE STATION TELEPHONES NON-HANDSFREE (NHF)
14	3 PAIR PRECABLES
1	SURGE SUPPRESSOR
1	POWER FAILURE JACK
2	32 STATION DSS/BLF CONSOLES
1	BATTERY BACKUP OPTION (INSTALLED)
1	LIGHTENING PROTECTION (10 LINES)
1	VALCOM MOH RADIO

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,  
SUBSTITUTIONS AND REPLACEMENTS.

LESSOR/SECURED PARTY

LESSOR/SECURED PARTY

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

553 337

MARYLAND FINANCING STATEMENT

280326

UCC-1

- ☒ Not Subject to Recordation Tax  
☐ Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer

File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Gary Rankin t/a Chesapeake Graphic Impressions  
(Name or Names)  
111 N. Langley Road, Glen Burnie, MD 21061  
(Address)
- DEBTOR: Strata Services, Inc.  
(Name or Names)  
111 N. Langley Road, Glen Burnie, MD 21061  
(Address)
2. SECURED PARTY: Atlantic Industrial Credit Corporation  
(Name or Names)  
8019 Belair Road, Suite 2, Baltimore, MD 21236  
(Address)
3. ASSIGNEE (if any)  
of SECURED PARTY: Garibaldi Federal Savings Bank  
(Name or Names)  
8631 Loch Raven Blvd., Baltimore, MD 21204  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - Macy's Binding Machine, S/N 615  
One - Kirk-Rudy 215 Labeling Base, S/N 215-1272-234  
with Kirk-Rudy 211 Labeling Head, S/N 211-1272-145

RECORD FEE 13.00  
POSTAGE CK .50  
#612190 C777 R03 T09:47  
03/20/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒ No ☐  
Products of Collateral are also covered: Yes ☐ No ☒

DEBTOR(S):

Gary Rankin t/a Chesapeake Graphic Impressions Atlantic Industrial Credit Corporation

By: [Signature] (Title)

Gary D. Rankin  
(Type or print name of person signing)

Strata Services, Inc.

By: [Signature] President  
(Title)

Gary D. Rankin, President  
(Type or print name of person signing)

SECURED PARTY:

By: Eileen M. Carmen, Secretary  
Eileen M. Carmen, Secretary  
(Type or print name of person signing)

Return To: 1315

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated March 13, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gordon D. Lytle Sr.

Address #20 North Carol Street Laurel, Maryland 20707

2. SECURED PARTY

Name George E. Kerr Jr. and Patricia M. Kerr

Address #20 North Carol St.

Laurel, MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Washer/Dryer, Range, Refrigerator,  
Cac Mobile Home  
1979 New Moon 14 x 60 Serial #12208970  
( Including All Household Goods )

Name and address of Assignee

First Manufactured Housing  
Credit Corp.  
P.O. Box 190  
Glen Burnie, Maryland 21061

RECORD FEE 11.00  
POSTAGE CK .50  
#612200 CTTT R03 T09:47  
03/20/90

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

W. L. L. SCHAFER  
AA CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

XX (Products of collateral are also covered)

Gordon D. Lytle Sr.  
(Signature of Debtor)

Gordon D. Lytle Sr.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

George E. and Patricia M. Kerr Jr. By  
(Signature of Secured Party) Ruth Wilson PSA  
George E. and Patricia M. Kerr, Jr. Loan Processor  
Type or Print Above Signature on Above Line

11

FORM 553 PAGE 339  
FINANCING STATEMENT FORM UCC-1

TE OF MARYLAND

Identifying File No. 280328

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SIX M COMPANY  
Address P.O. Box 256, Delta, PA 17314

2. SECURED PARTY

Name FURNIVAL MACHINERY COMPANY  
Address 7135 Standard Dr., Hanover, MD 21076

2240 Bethlehem Pike, Hatfield, PA 19440  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu D31E  
Crawler Dozer  
Serial # A40403

Name and address of Assignee

RECORD FEE 11.00  
#612220 DT77 R03 T09:49  
03/20/90  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds are to be kept separate and apart.

☐ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

Rebecca J. Green  
(Signature of Debtor)

Rebecca J. Green SEC/TRE  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

SCOTT NORSTROM  
Type or Print Above Signature on Above Line

280329

553 REC-340

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Castrenze, C. ✓ Braude, H. ✓ 1828 L Street N.W. Washington, DC 20036	2. Secured Party(ies) and address(es) Fasig-Tipton Midlantic, inc. 2150 Newtown Pike Lexington, KY 40511	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE GK .50 5. Assignee(s) of Secured Party and Address(es) FILED TO CTT 003 109:50 03/20/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Hip No. 129 - 1989 dkb/br. f. by NORTH TROP o/o CARMINA (ARG)  Horse is located in Gambriles, MD  DEBTOR IS ENGAGED IN BREEDING, RAISING AND/OR GRAZING THOROUGHBRED HORSES. NOT SUBJECT TO RECORDATION TAX.		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:	Filed with: Anne Arundel Co., MD
C. Castrenze & H. Braude by Kelly J. Tipton for Fasig-Tipton Midlantic, Inc. POA Signature(s) of Debtor(s)	Fasig-Tipton Midlantic, Inc. By: Kelly J. Tipton Asst. Secy. Kelly J. Tipton (Signature) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

553 341

280330

FINANCING STATEMENT

1. ☐ To Be Recorded in the Land Records at \_\_\_\_\_  
2. ☒ To Be Recorded among the Financing Records at CIRCUIT COURT OF ANNE ARUNDEL COUNTY, MARYLAND.  
3. ☒ Not subject to Recordation Tax.  
4. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s): L. Epstein & Sons, Inc. Address(es): SEE ATTACHED SCHEDULE A FOR COLLATERAL LOCATIONS.

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. N/A  
6. Secured Party: Maryland National Bank Address: Department: LDRU  
Post Office Box 987, Mailstop 02-28-01  
Attention: BARBARA LEWIS Baltimore, Maryland 21203  
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☒ A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☐ F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☐ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_  
(to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: L. Epstein & Sons, Inc.

Secured Party: Maryland National Bank

By: Arnold Schafel (Seal)  
Type name and title, if any  
Arnold Schafel

By: Brian C. Burr (Seal)

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

Brian C. Burr  
Christopher A. Pope - Vice President  
Type name and title

MARYLAND NATIONAL BANK

11/30

SCHEDULE A

COLLATERAL IS LOCATED AT THE FOLLOWING ADDRESSES:

- (1) 3818 Eastern Avenue  
Baltimore, Maryland 21224 (BALTIMORE CITY)
- (2) 5620 The Alameda  
Baltimore, Maryland 21212 (BALTIMORE CITY)
- (3) 6812 Reisterstown Road  
Baltimore, Maryland 21215 (BALTIMORE CITY)
- (4) Lexington & Park  
Baltimore, Maryland 21201 (BALTIMORE CITY)
- (5) 6510 Baltimore National Pike  
Baltimore, Maryland 21228 (BALTIMORE COUNTY)
- (6) 1403 Merrit Boulevard  
Baltimore, Maryland 21222 (BALTIMORE COUNTY)
- (7) 1036 Joppa Farm Road  
Joppa, Maryland 21085 (HARFORD COUNTY)
- (8) 6711 Ritchie Highway  
Glen Burnie, Maryland 21061 (ANNE ARUNDEL COUNTY)

553 343

280331

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address 407 Crain Highway, Ste. 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corp.  
Address 50 Rockefeller Plaza  
New York, NY 10020

RECORD FEE 11.00  
POSTAGE OK .50  
#612370 C777 R03 T10:10  
03/20/70

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE A

RECORD FEE 12.00  
POSTAGE OK .50  
#612360 C777 R03 T10:10  
03/20/70

H. ERLE SCHAFER

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) \_\_\_\_\_

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) \_\_\_\_\_

3215

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corp.

[Signature]  
(Signature of Secured Party)

M. LENGSON LOAN ADM.

Type or Print Above Name on Above Line

ANNE ARUNDEL COUNTY

172

## SCHEDULE A

LESSEELEASE #

Mississippi Methodist Rehab. Center	850118
American Hand Therapy Associates	85102141
Braintree Hospital	85092641
New York Group for Plastic Surgery & Rehab.	8511041
The Work Center, Inc.	85013031
CIRL, Inc.	86031551
H.W.D. Equipment c/o Community Orthopedic Therapy	86022051
Tampa General Rehab. Hospital	86012451L
Wood River Township Hospital	86011651
Hand & Orthopedic Rehab Services	85091941
Skypark Rehabilitation Center	85100241
Ralph E. Lucarelli, RPT, PC	86041051
The Work Place c/o Copley Memorial Hospital	86040651
Tuckey and Associates	86012351
Colorado Upper Extremity	850815
Hand Surgery Associates of San Antonio	86051561
SCOR, Inc.	86051761
New York Hospital	86072861
Rehabworks of Florida	86050151
Mid-Sota Plastic & Reconstructive Surgery	86071261
Sunnyview Hospital & Rehab. Center	86050761
Theraphysical Clinic, Inc.	86050861
Connecticut Combined Hand Services	86042551
Elliott Hospital	86111171L
Neuro-Skeletal Center	86110571
Physical Therapy Clinic	86100171
PYLT Rehab Services	86101271L
Rocky Mountain Medical Group PC	86101371
Irene Walter Johnson c/o Washington University	87020871
El Paso Institute of PM & Rehab	860414
Hand Therapy & Rehabilitation	881007
Irene Walter Johnson c/o Washington University	87020971
Ortho Sport	86074361
Mr. Barry Poole, OTR c/o Hand Rehab. of San Diego	87040771
Medical Evaluation Services, Inc.	87030771
CIEL, Inc.	87030271
CIEL, Inc.	87051781L
Orthopedic Specialists of Pottstown	8707381L
DATAHR, Inc.	87081481L
Physical Medicine & Rehab Sports Medicine	87080481L
James B. Schlenker	87092981
Ortho Sport	87092781
Work Reconditioning Systems, Inc.	87102981L
Exeter Therapy Associates, Inc.	880105
Exeter Therapy ASsociates, Inc.	88010591L
Holston Valley Hospital & Medical Center	87090781L
Orthopedic Associates Tessler & McLeod	87110881L
The Maultsby Orthopedic Clinic	87121191L
Loma Linda Mercantile	88024191
South Austin Hand & Trauma Clinic	880705

MD Circuit Court of  
Anne Arundel County

BOOK 553 PAGE 345

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250246,  
RECORDED IN LIBER 468 FOLIO 578 ON 1/03/84 (DATE).

2. Name and address of Debtor(s)  L. E. Dring . 7748 Pasadena, MD 21122  acct # 36502	3. Name and address of Secured Party  C.I.T. Corporation 1301 York Road Lutherville, MD 21093
---	---

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

1180 West Swedesford Road, Berwyn, PA 19312

5. Maturity date of obligation (if any):

6. CHECK ☒ FORM OF STATEMENT

- A. ☐ CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.

- B. ☐ PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.

- C. ☐ ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.

- D. ☒ TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.

- E. ☐ OTHER - \_\_\_\_\_ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

Dated March 5, 1990

  
(Signature of Secured Party)

~~The CIT Group/Equipment Financing, Inc.~~  
(Type or Print Name of Secured Party on Above Line)

10.8

MD Clerk of Circuit Court  
Anne Arundel County

BOOK 553 PAGE 346

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247060,  
RECORDED IN LIBER 461 FOLIO 192 ON April 27, 1983 (DATE).

2. Name and address of Debtor(s)  L. E. Dring 7748 West Shore Road Pasadena, MD 21122  acct# 36502	3. Name and address of Secured Party  C.I.T. Corporation 1301 York Road Lutherville, MD 21093
--	---

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

1180 West Swedesford Road, Berwyn, PA 19312

5. Maturity date of obligation (if any):

6. CHECK ☒ FORM OF STATEMENT

- A. ☐ CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. ☐ PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ☐ ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. ☒ TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. ☐ OTHER - \_\_\_\_\_ (State whether amendment, etc.)

RECORD FEE 1.00

RECORD FEE 7.00

POSTAGE ☒ .50

#612430 C777 R03 T10:22  
03/20/90

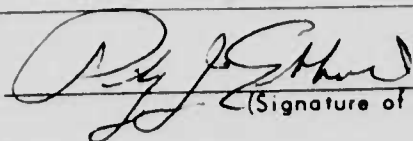
7. Name and Address of Assignee:

8. Description of Collateral:

One (1) Caterpillar 931B Track Type Loader  
S/N 29y01158  
S/N 9146269

H. ENLE SCHAFFER  
AA CO. CIRCUIT COURT

Dated March 5, 1990



(Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.  
(Type or Print Name of Secured Party on Above Line)

165

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/14/95 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H AND M WAGNER AND SONS, INC.  
Address 7204 MAY WAGNER LANE, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie  
Address 101 Crain Highway, SE  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) MARCH 14, 1995

4. This financing statement covers the following types (or items) of property: (list)

VAX 3300 COMPUTER, 12 MB MEMORY, 24 PORTS, TWO PK30 150 MB DISK DRIVES,  
TK70 296 MB CARTRIDGE TAPE, PARRALLEL PRINTER CONTROLLER, 15 TK70 TAPES  
20 USERS LICENSE.  
OFFICE FURNITURE.

RECORD FEE 11.00  
POSTAGE .50  
#612500 0777 R03 T10:32  
03/20/90

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) H. ERLE SCHAFER  
HA CO, CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX ☐ (Proceeds of collateral are also covered)  
XX ☐ (Products of collateral are also covered)  
H AND M WAGNER AND SONS, INC.

George M. Wagner V.P.  
(Signature of Debtor)

George Wagner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

X  
(Signature of Secured Party)

STEPHEN C. BOYD, SENIOR VICE PRESIDENT

Type or Print Above Signature on Above Line

LIB 4991 PAGE 834  
FINANCING STATEMENT

553 348

To be filed among the Financing Statement Records of Anne Arundel County.

This Financing Statement evidences and publicizes the lien and provisions of a certain Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a debt in the principal amount of \$5,800,000.00. Recordation taxes in the amount of \$ 40,600.00 have been paid to the Clerk of the Circuit Court of Anne Arundel County at the time of recordation of the Deed of Trust in the Land Records of Anne Arundel County, Maryland.

NAME OF DEBTOR

GBD Limited Partnership 2,  
a Maryland limited partnership

ADDRESS OF DEBTOR

c/o Consolidated General  
c/o Gary B. Baxley  
7525 Greenway Center Drive  
Suite 309  
Greenbelt, Maryland 20770

NAME OF SECURED PARTY:

CROWN LIFE INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

120 Bloor Street East  
Toronto, Ontario, Canada M4W 1B8

1. This Financing Statement covers the following items of property:

- A. All personal property, construction materials, chattels, fixtures and equipment now or at any time hereafter owned by Debtor (and not owned by any tenant in possession) and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, including, but without

*Returned to: Townsend & Keck P.A.  
700 Melrose Ave.  
Annapolis, MD 21401*

INSTRUMENT BEING RERECORDED TO CORRECT CLERICAL ERROR.

H. ERLE SCHAFER, CLERK

per

*SK Boyer*

Deputy

*COPIES HAVE BEEN RECORDED IN FINANCING RECORDS*

limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows, doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods, fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust.

- B. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; all present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, sales contracts, options, permits, public works agreements, bonds, deposits, payments, refunds, return of premiums, charges and fees thereunder relating or appertaining to the real property encumbered by the Deed of Trust, including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises encumbered by the Deed of Trust, (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Debtor as landlord under certain leases conveyed and assigned to Secured Party pursuant to the Deed of Trust and an Assignment of Lessor's Interest in Leases and Guarantees executed of even date herewith.
  - C. Proceeds of the above described collateral.
  - D. Any and all awards or payments, including interest thereon and the right to receive the same, which may be made with respect to the real property encumbered by the Deed of Trust, or any improvements thereon, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon, and the attorneys' fees, costs, and disbursements incurred in connection with the collection of any such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, located in Anne Arundel County, Maryland, as more fully described in Exhibit A attached hereto and in the Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust

and Security Agreement constituting the Security Agreement to this secured transaction.

Dated: December 19, 1989

GBD LIMITED PARTNERSHIP 2,  
a Maryland limited partnership

By: Francis E. Gardiner, Jr.

Francis E. Gardiner, Jr.  
General Partner

By: Consolidated General,  
a Maryland partnership  
General Partner

By: Gary B. Baxley

Gary B. Baxley  
Partner

By: Gregory L. Shannon

Gregory L. Shannon  
Partner

DEED 4991 PAGE 837

EXHIBIT A

BEGINNING for the same at an iron pipe found at the beginning of the First or South 3 degrees 58 East 204.94 foot line of that parcel of land which by deed dated November 17, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4177 at Folio 551 was granted and conveyed by Tilford A. Jones, his wife, to GBD Limited Partnership II and Margaret Lyon Jones and running thence with and binding on said line and continuing with Second through fifth lines of said parcel viz:

- 1) South 03° 58' 35" East 204.94 feet to a nail set, thence.
- 2) South 86° 07' 25" West 556.73 feet to a pipe found on the easterly side of a fifteen (15) foot wide right-of-way leading to the Morris Residence (now demolished) as discribed in Parcel III of that parcel of land recorded among the Land Records of Anne Arundel County, Maryland in Liber 3077 at Folio 673,
- 3) North 29° 34' 09" West 126.81 feet to a pipe found;
- 4) North 28° 40' 35" West 86.94 feet to a pipe found, and;
- 5) North 40° 34' 00" West 95.84 feet to a pipe found on the southeast side of Maryland Route 450, as shown on the SRC Plat No. 15441, thence running with and binding on the southeast side of said road being also the Sixth, Seventh and Eighth lines of the parcel of land described in the deed Firstly mentioned above, the following three (3) courses and distances, viz:
- 6) North 49° 06' 15" East 380.66 feet,
- 7) North 73° 32' 00" East 59.24 feet, and
- 8) 199.52 feet along the arc of a curve to the right having a radius of 1398.39 feet and a chord bearing North 77° 33' 18" East 199.41 feet to a P.K. Nail found, thence leaving Maryland Route 450 as aforesaid and thence continuing to run with the outlines of that deed firstly mentioned above,

LIBER 4991 PAGE 838

- 9) South 01° 55' 14" East 143.15 feet to a P.K. Nail found,
- 10) North 87° 15' 20" East 159.61 feet to a pipe found,
- 11) South 01° 18' 49" East 166.14 feet to a pipe found,
- 12) South 01° 18' 45" East 24.75 feet to the place of beginning; containing 6.590 acres of land, more or less, as surveyed by McCrone, Inc., in June 1986.

BEING all the property conveyed by Tilford A. Jones and Margaret Lyon Jones, his wife, to GBD Limited Partnership 2 by deed dated October 17, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Deed Book 4177 at Page 551.

TOGETHER WITH the benefits of the use in common of a 30 foot right-of-way as set forth in a Deed to Boron Oil Company dated January 21, 1970 and recorded among the Land Records of Anne Arundel County in Liber 2328, folio 234.

*Mail to Townsend & Kirk, P.A.*

553 353

280334

☐ TO BE

☒ NOT TO BE

RECORDED IN  
LAND RECORDS

☒ SUBJECT TO

☐ NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$40,000.00

### FINANCING STATEMENT

Kil Young Kim, Eun Soun Kim,  
Ran Young Chang, and Dong Il Chang

Name or Names—Print or Type

69 West Street, Annapolis, Anne Arundel, MD 21401

Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Frederick Bose and Carolyn Loyet

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1. The equipment shown on Exhibit A attached hereto.
2. All cash and proceeds from any sales.
3. All contract rights regarding the Deli Depot Business.
4. All assets of the business known as the Deli Depot,  
69 West Street, Annapolis, MD 21401.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

Kil Young Kim

Eun Soun Kim

Ran Young Chang

Dong Il Chang

Frederick Bose

Carolyn Loyet

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

RETURN TO:

Name and Address

Mid-Maryland Title Co., Inc.

Local Docs. Form F-1

79 West Street

Annapolis, MD 21401

RECORD FEE 17.00  
RECORD TAX 28.00  
RECORD TAX 252.00  
POSTAGE .50  
#612950 0777 R03 111416

03/20/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

17 gk - 8

SCHEDULE OF ASSETS  
AND INVENTORY LOCATED AT  
"DELI DEPOT"  
69 WEST STREET  
ANNAPOLIS, MARYLAND 21401

4 chafing dishes  
 single door Commander freezer  
 double 1/2 door Commander refrigerator  
 Jordan double door refrigerator  
 Glenco Guardian XL single door freezer  
 Vulcan stove & oven  
 Star gas grill  
 Star gas double fryer  
 belt toaster  
 5' stainless grill table  
 heat lamp  
 Hamilton Beach 3 Speed milk shake machine  
 10 foot Pinnacle deli case  
 Series 400 Manitowac ice machine  
 Casio TK700 cash register  
 Unitrex Classic 4000 cash register  
 9 formica double chairs & tables  
 5 formica quad chairs & tables  
 triple stainless steel sink  
 4' stainless table  
 Two tier custom stainless beverage table  
 2 formica trash receptacles  
 Litton commercial microwave  
 Globe slicer  
 2 30" stainless tables  
 5 stainless shelves  
 1 hand sink  
 cup dispenser  
 custom checkout counter  
 2 ceiling fans  
 utility cart

(DELI.LST)

RETURN TO:  
 Mid-Maryland Title Co., Inc.  
 79 West Street  
 Annapolis, MD 21401

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record: ☐ Land } Liber 487 ..... Folio 076 ..... File No. 257443  
☒ Financing Statement } Date of Financing Statement July 23, 1985

DEBTOR (OR ASSIGNOR)

Name

Address

Homestead Garndens, Inc

Rt. 214 Box 188  
Davidsonville, Md 21035SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL  
BANK OF MARYLAND

Dated: 3-9, 1990 By Mary E. Budowski

Secured Party (or Assignee)

Mail to: The Farmers National Bank of MARYLAND  
5 Church Circle  
Annapolis, Maryland

RECORD FEE 10.00  
POSTAGE .50  
#718790 0055 R02 115:47  
03/20/90  
H. ENLE SCHAFER  
AA CO. CIRCUIT COURT

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record: ☐ Land } Liber 460 Folio 343 File No. 246806  
☒ Financing Statement } Date of Financing Statement April 11, 1983

DEBTOR (OR ASSIGNOR)

Name	Address
Homestead Gardens, Inc.	Central Ave. , Rt 214 Davidsonville, MD 21035

SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md. CK

H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT  
 RECORD FEE 10.00  
 POSTAGE .50

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL  
 BANK OF MARYLAND

Dated: 3-9, 1990 By Mary E. Budewski  
 Secured Party (or Assignee)

Mail to: The Farmers National Bank of MARYLAND  
 5 Church Circle  
 Annapolis, Maryland

#718790, 0055 R02 T15:46  
 03/20/90  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

280335

BOOK 553 PAGE 358

Debtor or Assignor Form

FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal  
Amount is \$ 10,000.00

☐ To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

R.C.S. Graphics, Inc.

Address

193A Main Street  
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate  
list if necessary

1. This Financing Statement covers the following types (or items) of property  
(the collateral):

All accounts, inventory, equipment now owned and thereafter  
acquired by Borrower, and all proceeds (cash and non-cash)  
of such accounts, inventory, and equipment but not limited  
to - See attached Exhibit A.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the  
following real estate:

3. ☐ Proceeds } of the collateral are also specifically covered.  
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the  
address stated.

Debtor (or Assignor)  
R.C.S. Graphics, Inc.

By: Renee C. Schuster, President

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY Mary Jo Clark, Loan Officer

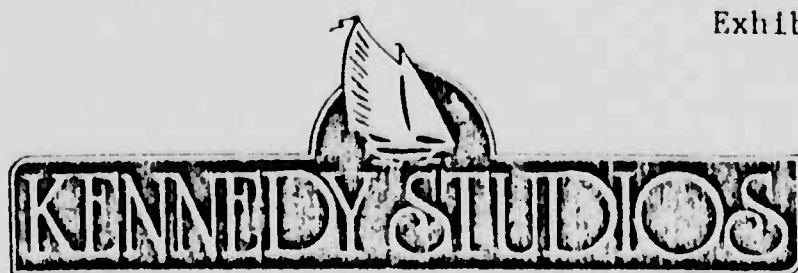
Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

15-50

RECORD FEE 11.00  
RECORD TAX 70.00  
POSTAGE CK .50  
#614370 CTTT R03 T11432  
03/21/90

H. ERLE SCHAFER  
CIRCUIT COURT



193A Main St., Annapolis, MD 21401 (301) 626-0100

Inventory:

<u>QUANTITY:</u>	<u>SUBJECT</u>	<u>AMOUNT</u>
392	T SHIRTS	\$ 2,024. —
35	SWEATSHIRTS	\$ 350. —
5	HATS	\$ 120. —
102	UNFRAMED PRINTS	\$ 12,600. —
197	POSTS	\$ 492.50
20	GLOSS 30x74	\$ 148.00
95	FRAMED PRINTS	\$ 1,750. —

Equipment

20,420.50

	<u>STOCK #</u>	<u>AMOUNT</u>
SEAL MASTERPIECE 5001	944869	\$ 1500. —
2 SEAL ECTUR II	7458	\$ 100. —
MITE-MITE VNY	218323210-1	\$ 2700. —
FLETCHER 3000	F3000 60412 221	\$ 250. —
SAMPSON MN10	89097	\$ 6000. —
AIR COMPRESSOR	282-160091	\$ 275. —
CLASSIC MAT CUTTER	12292	\$ 245. —
STAMPER 2325	89011802	\$ 3000. —
XEROX 2830	X719	\$ 1500. —

Rene C. Schmitt 3/7/90

\$ 16,980

553 360

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254610

RECORDED IN LIBER 479 FOLIO 456 ON November 26, 1984 (DATE)

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address The Steffey Building, Suite 200-B, 407 Crain Highway, Glen Burnie, Md.  
21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Address 7711 Quarterfield Road, Glen Burnie, MD. 21061

DEBTOR

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

Dated February 20, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1101

1560

SMTJS

## STATE OF MARYLAND

553 PAGE 361

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254615RECORDED IN LIBER 479 FOLIO 461 ON November 26, 1984 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination

RECORD FEE 10.00  
POSTAGE ☒ .50  
#614510 0777 R03 T1443  
03/21/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated January 25, 1990

Irvington Federal Savings & Loan Assn  
Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

AACO  
1102

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263025RECORDED IN LIBER 501 FOLIO 201 ON July 29, 1986 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENTA. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:D. Other: ☒  
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00

POSTAGE .50

#614520 CTTT R03 T14:43

03/21/90

CK  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURTDated January 25, 1990

Irvington Federal Savings &amp; Loan Assn

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

AAO  
1199

1550

sh/shp

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266492

RECORDED IN LIBER 509 FOLIO 356 ON March 10, 1987 (DATE)

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address The Steffey Building, Suite 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Address 7711 Quarterfield Road, Glen Burnie, MD. 21061

DEBTOR

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECORD FEE 10.00  
POSTAGE CK .50  
#614030 0777 R03 T14144  
03/21/90  
H. ERLE SCHAFER  
CLERK, DISTRICT COURT

Dated February 20, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

A.A.CO.  
1242

thair

# STATE OF MARYLAND

BOOK 553 PAGE 364

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254015

RECORDED IN LIBER 478 FOLIO 192 ON September 27, 1984 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste.200-B, 407 Crain Hwy.,Glen Burnie,Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (If any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>D. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
#614540 CTTT R03 T14:44  
03/21/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated January 25, 1990

AACO  
1095

Irvington Federal Savings & Loan Assn  
Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

1080

Temp. Cont.

## STATE OF MARYLAND

553 365

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254018RECORDED IN LIBER 478 FOLIO 195 ON September 27, 1984 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination

RECORD FEE 10.00  
POSTAGE ☒ .50#614550 DT77 R03 T14:44  
03/21/70H. ERLE SCHAFER  
AA CO. CIRCUIT COURTDated January 25, 1990Irvington Federal Savings & Loan Assn  
Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

AA CO  
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## STATE OF MARYLAND

553 PAGE 366

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252596

RECORDED IN LIBER 474 FOLIO 503 ON July 17, 1984 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 7711 Quarterfield Road

Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00

POSTAGE *CK* .50

#614360 1777 R03-T14443

03/21/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Dated January 25, 1990

Irvington Federal Savings & Loan Assn

*Susan L. Thompson*  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

AACO  
1082

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## STATE OF MARYLAND

553 PAGE 367

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254017RECORDED IN LIBER 478 FOLIO 194 ON Sept. 24, 1984 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00

POSTAGE CK .50

#614570 0777 R03 T1446

03/21/70

H. ERLE SCHAFER  
AA CO. CIRCUIT COURTDated January 25, 1990AA CO  
1097

Irvington Federal Savings &amp; Loan Assn

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

## STATE OF MARYLAND

553 368

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254761RECORDED IN LIBER 480 FOLIO 124 ON November 30, 1984 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE CK .50

#614580 CUTT R03 T14:47

03/21/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURTDated January 25, 1990

Irvington Federal Savings &amp; Loan Assn

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

AACO  
1106

1012

Imperial

FORM MAY BE PURCHASED FROM HOBBS &amp; WARREN, INC., BOSTON, MASS. 02101

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263636RECORDED IN LIBER 502 FOLIO 277 ON September 4, 1986 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (If any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination

RECORD FEE 10.00  
POSTAGE .50  
#614590 6777 R03 T1414  
03/21/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURTDated January 25, 1990AA CO  
1209Irvington Federal Savings & Loan Assn  
Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257917

RECORDED IN LIBER 488 FOLIO 237 ON August 12, 1985 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.

Address The Steffey Bldg., Ste.200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Address 7711 Quarterfield Road

Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 8. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00

POSTAGE ☒ .50

H814600 0777 R03 T14:47

03/21/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURTDated January 25, 1990AACO  
1155

Irvington Federal Savings &amp; Loan Assn

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252599RECORDED IN LIBER 474 FOLIO 506 ON July 17, 1984 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan AssociationAddress 7711 Quarterfield RoadGlen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (If any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00

TOTAL 10.00

#614610 DT77 R03 T14:40

03/21/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

POSTAGE ☒ .50

#614620 DT77 R03 T14:40

03/21/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURTDated January 25, 1990

Irvington Federal Savings &amp; Loan Assn

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

AA CO  
1079

15.8

CWS

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263635RECORDED IN LIBER 502 FOLIO 275 ON September 4, 1986 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00

POSTAGE ☒ .50

H614630 077 R03 T14:48

05/21/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURTDated January 25, 1990AACO  
1213

Irvington Federal Savings &amp; Loan Assn

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

## STATE OF MARYLAND

BOOK 553 PAGE 373

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269120

RECORDED IN LIBER 516 FOLIO 150 ON August 17, 1987 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

D. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00  
POSTAGE 01 .50  
#614640 0777 003 714:49  
03/21/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated January 25, 1990

AACO  
1287

Irvington Federal Savings & Loan Assn  
Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

## STATE OF MARYLAND

BOOK 553 PAGE 374

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254024

RECORDED IN LIBER 478 FOLIO 191 ON September 27, 1984 (DATE)

## 1. DEBTOR

Name Trans-American Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, Md 21061

## 2. SECURED PARTY

Name Irvington Federal Savings & Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

Termination

RECORD FEE 10.00  
POSTAGE .50

#614650 CT77 R03 T14:49

CK 03/21/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated January 25, 1990

AACO  
1094

Irvington Federal Savings & Loan Assn  
*Susan L. Thompson*  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

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AA Co  
C-02-08162-8

## STATE OF MARYLAND

280336

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ \_\_\_\_\_ N/AIf this statement is to be recorded  
in land records check here. ☐This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name Edwards, George T/A Anne Arundel County Excavating  
Address 111 Benfield Road Severna Park, MD 21146

## 2. SECURED PARTY

Name Elliott & Frantz, Inc.  
Address 10421 Guilford Road Jessup, MD 20794Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

## ASSIGNEE OF THE SECURED PARTY:

Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061RECORD FEE 18.00  
POSTAGE GK .5003/21/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURTCHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

George Edwards T/A Anne Arundel County Excavating

George A. Edwards  
(Signature of Debtor)GEORGE A. EDWARDS, OWNER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Elliott &amp; Frantz, Inc.

Robert L. Schaeffer  
(Signature of Secured Party)ROBERT L. SCHAEFFER, V.P.  
Type or Print Above Signature on Above Line

## EQUIPMENT LEASE AGREEMENT George Edwards T/A

"LESSOR": Elliott &amp; Frantz, Inc.

Address: 10421 Guilford Road  
Jessup, MD 20794

"LESSEE": Anne Arundel County Excavating

Address: 111 Benfield Road  
Severna Park, MD 21146

On the 13th day of March, 19 90, the above named Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification and serial numbers or marks):

One (1) Used John Deere Model 690B  
Excavator S/N 3937T

TOTAL RENT ..... \$ 25,213.68

ADVANCE RENT Paid Herewith ..... \$ 1,050.57

BALANCE OF RENT ..... \$ 24,163.11

No Purchase Option available hereunder

No Renewal Option available hereunder

Equipment to be located at: 111 Benfield Road  
Severna Park, MD 21146

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment and acknowledges that no warranties, representations or agreements not expressed herein have been made by the lessor and Lessee further acknowledges notice of the intended assignment of this lease to ORIX Credit Alliance, Inc. (said assignee hereinafter called "CA") and upon such assignment, Lessee agrees not to assert against CA and any subsequent assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the lessor who has executed this lease and/or CA and/or any assignee hereof prior to CA, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of the lessor or CA, whoever is the then holder of this lease, (such holder

hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 14th day of April, 19 90, and continuing on the same date of each month thereafter until paid; the first 22 installments shall each be in

the amount of \$ 1,050.57, and the final installment shall be in the amount of \$ 1,050.57, all plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. Lessee will pay to Lessor, if so requested, monthly any personal property tax as estimated by Lessor. The term of this lease shall commence upon the acceptance hereof by Lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same be damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and the same or a later model, in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the items of Equipment involved. The proceeds of any insurance payable as a result of the loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage from any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greatest. Lessee shall carry public liability insurance, both personal injury and property damage, covering Equipment. All insurance shall be in form, amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon each policy issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts with respect to any insurance. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all sums incurred by Lessor in effecting such insurance or compliance shall be deemed to be additional rent and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's interest in Equipment, and will pay all costs, charges and expenses incident thereto. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures, chattels, furniture, accounts receivable, contract rights, general intangibles, property and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee may have any interest, and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to CA, now existing and/or hereafter incurred and regardless of whether such may be contemplated at the time of execution hereof and whether acquired by CA by assignment (from Lessor or any other person or persons) or otherwise. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any premises where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement held by Lessor or changes its management, operations, ownership of its stock, or control, becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the unpaid aggregate amount of Total Rent for the entire term hereof (discounted to its then present value using as a rate the then Federal Reserve Discount Rate for the District of Lessee's residence), plus any additional rent, taxes, delinquency charges, collection charges and

## TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

## LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Elliott &amp; Frantz, Inc. (SEAL)

(Print Name of LESSOR Here)

By: Robert L. Schaeffer (Signature and Title of Authorized Officer, Partner or Individual)

Attest  
Witness

Secretary

George Edwards T/A (SEAL)

Anne Arundel County Excavating (Print Name of LESSEE Here)

By: [Signature] (Signature and Title of Authorized Officer, Partner or Individual)

Attest  
Witness

Secretary

This instrument was prepared by

ORIX CREDIT ALLIANCE, INC.

ADDRESS:

## TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

attorney's fees (which attorney's fees are hereby agreed to be 20% of any amount sought), and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this Agreement until the Balance has been paid in full). Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (with the right in Lessor to purchase any of the Equipment at such sale and if at least 15 days prior notice of any private sale is given or if at least 10 days prior notice of any public sale is given which is advertised in a publication of general circulation in the area of the sale at least twice prior to the sale, such sale, whether private or public, shall be conclusively deemed commercially reasonable), applying any net proceeds, less 15% of Total Rent (for Lessor's reversionary interest), to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of the controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. LESSOR, LESSEE AND ANY GUARANTOR WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR IN ANY WAY RELATING TO THIS AGREEMENT. Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact, and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the exclusive venue and jurisdiction of any court located within the Southern District of New York regarding any matter arising hereunder except with respect to any action seeking replevin of any property and waive any right they may have to transfer or change the venue of any litigation brought in accordance herewith. No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such sum, but not to exceed, however, the maximum permitted by applicable law, from the date when such sum was due (as scheduled or by acceleration or otherwise), until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named. Lessor may, in its sole discretion, apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any other obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option at the end of the original or any renewal term hereof, if Lessee then is not and has not been in default in any of Lessee's obligations to Lessor, to purchase equipment as a whole but not in part, as-is, where-is, upon giving at least 60 days prior written notice to Lessor and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee then is not and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Lessee specifically warrants that all representations and warranties are merged herein and unless specifically indicated hereon are not valid or enforceable. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

### GUARANTORS SIGN HERE:

The undersigned jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled are hereby waived as are all subrogation and indemnity rights. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed. Guarantor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Guarantor's true and lawful attorney-in-fact and agent for Guarantor and in Guarantor's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Guarantor at its address, by certified mail, within three days of such service having been effected, and agrees to the exclusive venue and jurisdiction of any Court located in the Southern District of New York. All notices will be deemed effective 5 days after mailing by certified mail to the address shown herein for any party.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor) (Guarantor)  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

### ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due and to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name or in Lessor's name to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid Balance, in the event of nonpayment by Lessee of any payment at its due date or of any other default by Lessee without first requiring Assignee to proceed against Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorney's fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time for payment by, and compromise claims with, Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only contract executed for the Equipment, in all respects what it purports to be, a valid obligation arising out of the bona fide leasing of the Equipment to Lessee in the ordinary course of business, the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which may impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to Lessee, that title to the Equipment originated with Lessor and not with Lessee, that prior to the execution of the lease Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by Lessee has been made for Lessee's proper use and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to Lessee, that Lessor will not advance, give, or loan to Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of this lease.

Notice of the acceptance hereof is waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of the existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: \_\_\_\_\_ 19 \_\_\_\_\_ (Print Corporate, Partnership or Trade Name or Individual Signature) (SEAL)  
(Witness) \_\_\_\_\_ (Signature, Title of Officer, "Partner" or "Proprietor")  
Signature of Lessor

# ASSIGNMENT

553 378

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale Contract and/or lease and/or chattel mortgage (herein called "contract") dated March 13, 1990

between Elliott & Prantz, Inc., as Seller/Lessor/Mortgagee, and George Edwards 7/A Anne Arundel County Excavating 111 Benfield Road Severna Park, MD (Name) (Address) 21146

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 25,213.65

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of March, 1990

Elliott & Prantz, Inc. (Seal)

By: Robert L. Schaeffer (Seller/Lessor/Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA-L-5A-R

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Marley Station RealtyAddress 7915 Ritchie Hwy., Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Diversified Leasing, Inc.Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) TEMP STAR MDL. NRGF60FDB02  
067815061 Roof Mounted Air Conditioning  
and Gas Heat Unit S/N: L890282664

RECORD FEE 11.00  
POSTAGE .50  
#614720 C777 R03 T14:53  
CK 03/21/70  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-103 (K) (4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

Edward Leventhal  
(Signature of Debtor)

EDWARD LEVENTHAL  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

L. L. Summers  
(Signature of Secured Party)

L. L. SUMMERS  
Type or Print Above Name on Above Line

11/5

280338

553 PAGE 380

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Susan Ashe, Court Reporter 3709 Haley Ct. Wilmington, DE 19808	2. Secured Party(ies) and address(es) U S WEST Financial Services, Inc. 4435 Main St. #550 Kansas City, MO 64111	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #614730 CTTT R03 T14:54
4. This financing statement covers the following types (or items) of property: Transpak Micro I s/n 158 monitor stand Stenoram II s/n 3086 dictionary NEC P5 editing station 45654		5. Assignee(s) of Secured Party and Address(es) 03/21/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT CK
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Susan Ashe, Court Reporter By <u><i>Susan Ashe</i></u> Signature(s) of Debtor(s) (1) Filing Officer Copy-Alphabetical	U S WEST Financial Services, Inc. By <u><i>[Signature]</i></u> Signature(s) of Secured Party(ies) Title <u><i>[Signature]</i></u> Title	

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

280339

553 PAGE 381

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First)	2. Debtor(s) Complete Address(es)	
Alpin Auto Service	107 E. Furnace Branch Rd. Glen Burnie, Maryland 21061	3/9/92
3. & 4. Secured Party(ies) and Complete Address(es)	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840		
7. This financing statement covers the following types (or items) of property: (Describe)		
Positive Computer Serial #PC10018 Rotary Lift Serial # 25134		
RECORD FEE 13.00 RECORD TAX CK 70.00 POSTAGE .50 #614810 C777 R03 T14:57 03/21/90 H. ERLE SCHAFER CIRCUIT COURT		
8a. ( <input checked="" type="checkbox"/> ) Proceeds are also covered. 8b. ( ) Products of collateral are also covered. No. of additional sheets presented		
Filed with CIRCUIT COURT CLERK OF Anne Arundel County; Other <u>MDAT</u>		
9. Transaction is ( <input checked="" type="checkbox"/> ), is not ( ), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>10,000.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s)		
<u>Louis J. Calka, Jr.</u> LOUIS J. CALKA, JR.		
<u>Christine A. Calka</u> CHRISTINE A. CALKA Signature(s) of Secured Party(ies) or Assignee(s)		
<u>Darlene Miglioretti</u> By Assistant Vice President Darlene Miglioretti (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
DB-30 Printed in U. S. A.		

13  
70.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐This financing statement Dated 3-12-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.1. ~~DEBTOR~~ LESSEEName American Capitol Contracting Inc.Address 1613 Crownsville Road, Crownsville, MD 210322. ~~SECURITY~~ LESSORName Dominion Leasing CorporationAddress P. O. Drawer 13327, Roanoke, VA 24040

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 1981 Grove highlift model MZ46A  
S/N 13023

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#614830 C777 R03 T14:59

CK 03/21/90

H. ERLE SCHAEFER

AA CO. CIRCUIT COURT

Lessee Will Purchase At End of Contract - Not Subject To Recordation Tax.....

LESSEE HEREBY AUTHORIZES LESSOR TO INSERT SERIAL NUMBERS FOR ALL EQUIPMENT AS THEY BECOME AVAILABLE.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)x Craig S. Silbert  
(Signature of ~~Debtor~~ Lessee)x CRAIG S. SILBERT  
Type or Print Above Name on Above Line

Craig S. Silbert, President

(Signature of ~~Debtor~~ Lessee)

Type or Print Above Signature on Above Line

Gary H. Boxer(Signature of ~~Security~~ Lessor)

Gary H. Boxer, Vice President

Type or Print Above Signature on Above Line

1150

ET167306.FIS  
0960  
3/12/90

280341

553 383

FINANCING STATEMENT

TO BE RECORDED AMONG  
THE FIN ST RECORDS OF  
STATE DEPT OF ASSESSMENTS  
AND TAXATION

This Financing Statement is presented to a Filing  
Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: LEONARD J. ATTMAN  
7779 New York Lane  
Glen Burnie, Maryland  
21061
2. NAME AND ADDRESS OF SECURED PARTY: EQUITABLE BANK, NATIONAL  
ASSOCIATION  
100 South Charles Street  
Baltimore, Maryland 21201  
Attn: Real Estate Finance  
Department

3. This Financing Statement covers all right, title  
and interest of the Debtor in and to the following types (or  
items) of property:

See Exhibit A attached hereto.

4. The Debtor certifies that no recordation tax is  
payable in connection with the recording of this Financing  
Statement.

DEBTOR:

 (SEAL)  
Leonard J. Attman

RECORD FEE 11.00  
POSTAGE CK .50

481-50 ETTT R03 115:02  
03/21/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1150  
RETURN TO: MARK D. DOPKIN, ESQ.  
10th FL. - SUN LIFE BLDG.  
20 S. CHARLES ST.  
BALTIMORE, MD 21201

EXHIBIT A

BOOK 553 PAGE 384

Certificate of Deposit No. 328-660-462-8 issued by the  
Lender in the principal amount of \$500,000.

280342

553 PAGE 385

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

MagneTek, Inc.  
11150 Santa Monica Boulevard  
Los Angeles, California 90025

2. Secured Party(ies) and address(es)

Bankers Trust Company, as  
Collateral Agent  
(continued) (See Schedule B)  
280 Park Avenue  
New York, New York 10017

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 17.00

POSTAGE CK .50

#614950 CTTT R03 T15:08

4 This financing statement covers the following types (or items) of property:

See Schedule A attached hereto and made a part hereof.

Not subject to Recordation Tax because this financing  
statement relates only to accounts and inventory

5. Assignee(s) of Secured Party and  
Address(es)

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was perfected in this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Bankers Trust Company, as Collateral Agent  
Anne Arundel Co., Maryland

Check ☒ if covered. ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented: 3

MagneTek, Inc.

David P. Reiland, Sr. VP

By:

Signature(s) of Debtor(s)

Bankers Trust Company  
as Collateral Agent

Mary Rodriguez, AYP

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For use in Most States)

80177 F010586

MagneTek, Inc.

553 PAGE 386

SCHEDULE A TO UCC-1 FINANCING STATEMENT NAMING  
MAGNETEK, INC., AS DEBTOR AND BANKERS TRUST COMPANY,  
AS COLLATERAL AGENT, AS SECURED PARTY

This Financing Statement covers the following collateral:

All of the Debtor's right, title and interest in, to and under (i) any present and future accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, letters of credit, acceptances and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor, (including under any trade names, styles, or divisions thereof and including any present and future intercompany indebtedness owed to the Debtor by any of its Subsidiaries (as hereinafter defined), whether or not evidenced by a note (including without limitation the Intercompany Notes (as hereinafter defined)) or other instrument), whether arising out of goods sold or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or services by the Debtor (including, without limitation, any such obligation which might be characterized as an account or chattel paper under the Uniform Commercial Code in effect from time to time in any applicable jurisdiction) and (ii) all purchase orders and purchase commitments now owned or hereafter received or acquired by the Debtor for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights), and (iii) all moneys due or to become due to the Debtor under all contracts for the sale of goods and/or the performance of services by the Debtor (whether or not yet earned by performance on the part of the Debtor) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of such purchase orders and contracts, and (iv) all inventory of the Debtor of every type or description, whether raw, in process or finished, all materials or equipment usable in processing the same and all documents of title covering any inventory, in each case whether now owned or hereafter acquired, and (v) all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing, and (vi) all proceeds of any or all of the foregoing; provided, however, that the foregoing does not include any rights of the Debtor to earn by performance under any U.S. Government Contract, other than the rights to payment of moneys due or to become due under such U.S. Government Contract.

"Intercompany Notes" means each note or other instrument now or hereafter evidencing any present or future intercompany indebtedness owed to the Debtor by any of its Subsidiaries.

"Subsidiary" means, with respect to the Debtor, a corporation of which a majority of the outstanding shares of capital stock of each class having ordinary voting power is owned by the Debtor, by one or more Subsidiaries of the Debtor and one or more of its Subsidiaries.

CJ:51307/100-3.41

SCHEDULE B TO UCC-1 FINANCING STATEMENT NAMING  
MAGNETEK, INC., AS DEBTOR AND BANKERS TRUST COMPANY,  
AS COLLATERAL AGENT, AS SECURED PARTY

(the "Collateral Agent") under the Intercreditor Agreement dated as of August 15, 1989 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Intercreditor Agreement"), by and among the Collateral Agent, Bankers Trust Company, as agent (the "Lenders Agent") for the parties (including Bankers Trust Company) named from time to time as Lenders (the "Lenders") under the Credit Agreement (as hereinafter defined), the parties, other than the Debtor, signatory to the Senior Note Purchase Agreement (as hereinafter defined) together with each and every holder from time to time of a Senior Note (as hereinafter defined) (collectively, the "Senior Noteholders") and the other Benefitted Parties (as hereinafter defined) thereunder from time to time, for the benefit of:

Teachers Insurance and Annuity Association of America  
Tandem Insurance Group, Inc.  
The Equitable Life Insurance Society of the United States  
Equitable Variable Life Insurance Company  
National Integrity Life Insurance Company  
Integrity Life Insurance Company  
The Mutual Life Insurance Company of New York  
MONY Life Insurance Company of America  
MONY Legacy Life Insurance Company  
Principal Mutual Life Insurance Company  
Principal National Life Insurance Company  
Principal Casualty Insurance Company  
Life Investors Insurance Company of America  
Ausa Life Insurance Company  
General Services Life Insurance Company  
The Minnesota Mutual Life Insurance Company  
The Early American Life Insurance Company  
Minnesota Mutual Fire & Casualty Company  
Mutual Trust Life Insurance Company  
The Penn Mutual Life Insurance Company  
The Penn Insurance and Annuity Company  
Pan-American Life Insurance Company  
Bankers Trust Company (for itself, as Lenders Agent,  
and as Collateral Agent)  
The Bank of New York  
ClBC, Inc.  
Continental Bank N.A.  
National City Bank  
Security Pacific National Bank  
Westpac Banking Corporation  
First National Bank of Chicago  
and the other Benefitted Parties

## Schedule B - cont'd.

"Benefitted Parties" has the meaning provided in the Intercreditor Agreement.

"Credit Agreement" means the \$150,000,000 Revolving Credit Agreement dated as of August 15, 1989, by and among the Debtor, the Lenders and the Lenders Agent (as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms).

"Senior Note Purchase Agreement" means the Note Purchase Agreement dated as of June 30, 1989, between the Debtor and the Senior Noteholders named therein (as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.)

"Senior Notes" means \$150,000,000 aggregate principal amount of 11.20% Senior Notes due June 30, 1997 of the Debtor issued pursuant to the Senior Note Purchase Agreement.

CJ:51307/100-3.41

280343

STATE OF MARYLAND

BOOK 553 PAGE 389

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Dave's Boat & Trailer Sales Inc. Fed Tax #52-1353076  
Address 432 Grain Highway Glen Burnie, MD 21061

## 2. SECURED PARTY

Name Mercury marine Acceptance Corporation  
Address 5 Hampshire Street P.O. Box 9113  
Mansfield, MA 02048-9113

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00  
POSTAGE .50

15200 0777 R03 T154

CK 03/21/

H. EPLE SCHAFER

AA CO. CIRCUIT COURT

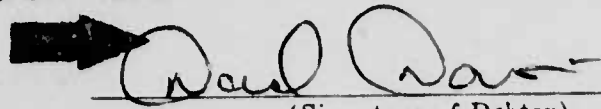
3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor, consisting of, but not limited to, marine engines, including parts, accessories and the like bearing the brand names Mercury, MerCruiser and Quicksilver, acquired by debtor from Mercury Marine, and for which Secured Party has made an advance on behalf of dealer to manufacturer.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)

SIGN HERE (Products of collateral are also covered)

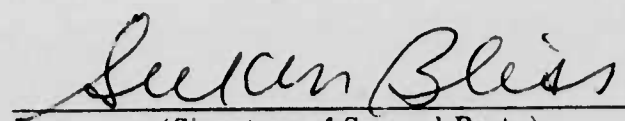
  
(Signature of Debtor)

Dave's Boat &amp; Trailer Sales Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

Mercury Marine Acceptance Corporation

Type or Print Above Signature on Above Line

MAR 19 1990

11/5

280344

553 PAGE 390

☐ TO BE

☒ NOT TO BE

RECORDED IN  
LAND RECORDS

☒ SUBJECT TO

☐ NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ 30,000

### FINANCING STATEMENT

MARIA'S RESTAURANT, INC.

1. Debtor(s):

Name or Names—Print or Type

12 Market Space, Annapolis, MD 21401

Address—Street No., City - County State Zip Code

Pietro A. Priola & Donna Lynn Priola

1018 Fairway Aenue, Glen Burnie, MD 21061

Name or Names—Print or Type

Guisseppe & Maria Priola

Address—Street No., City - County State Zip Code

Continental Foods, Inc.

2. Secured Party:

Name or Names—Print or Type

2730 Wilmarco Avenue, Balto. MD 21223

Address--Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTCHED LIST.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral ☒ are ☐ are not covered.

7. Products of collateral ☒ are ☐ are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)

Type or Print

(Signature of Debtor)

Type or Print

(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address

LEONARD J. LEVINE, 110 E. Madison Street,  
Baltimore, MD 21202

Lucas Bros. Form F-1

RECORD FEE 15.00  
RECORD TAX 210.00  
POSTAGE .30

4615180 DT77 R03 T15:31

OK

03/21/70

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

15.00  
210.00  
50

SCHEDULE OF COVERED PROPERTY

Vulcan 36LC with Convection Oven,  
 True Pizza Prep Table, T-PP-67  
 True Sandwich Unit, TSSU 60-12  
 Jackson Dishwasher, 200B-2X, with Booster  
 Ice-O-Matic, 800lb. Ice maker, G 800 Cubes

True Two-door Freezer  
 Eagle Steam Table, HT4-NG s/s Pans  
 Pitco Split Fryer, No. 12GD  
 Eagle Double Oven Head Shelf  
 True T-23 Single Solid Door Refrigerator

Eagle Bar Sink 5  
 Eagle Mop Sink  
 Rankin Char-Broiler  
 Pot Rack  
 Three-comp. Sink  
 Two (2) Bare Pizza Ovens

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271796

RECORDED IN LIBER 523 FOLIO 383 ON February 26, 1988 (DATE)

1. DEBTOR

Name Ronald A. Jones and Mary C. Brusnighan  
Address 20 Hudson Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Farmers National Bank of Maryland  
Address 5 Church Circle, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>RECORD FEE 10.00 POSTAGE .50 #615170 0777 103 115:30 03/21/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>	
	<p>18.5</p>	

Dated 2-27-90

Donna J. Stevens  
(Signature of Secured Party)

Donna J. Stevens  
Type or Print Above Name on Above Line

BOOK 553 PAGE 393

STATE OF MARYLAND

280345

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 2/28/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Timothy B. Edwards

Address 6455 Cedar Furnace Circle Glen Burnie, (AA) Md. 21061

2. SECURED PARTY

Name H. B. DUVALL, INC.

Address P.O. BOX 70 FREDERICK, MD. 21701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 NEW Model 743 Bobcat Skid Loader sn: 61729  
w/ 60" dirt bucket with teeth

RECORD FEE 6X 11.00  
#617160 0717 003 715:30  
03/21/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Assignee:  
Chase Manhattan Leasing Co.  
(Michigan), Inc.  
500 Circle Drive  
Buchanan, MI 49107

XX (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Timothy B. Edwards  
(Signature of Debtor)

Timothy B. Edwards  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Hamburg  
(Signature of Secured Party)

Charles A. Hamburg  
Type or Print Above Signature on Above Line

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Biddinger Brothers Excavating, Inc.Address 301 W. Furnace Branch RD., Glen Burnie, MD 21061

## 2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.Address 6400 Windsor Mill rd., Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 13.00  
03/21/90  
H. E. SCHAFER  
AA CO. CIRCUIT COURT

## 3. Maturity date of obligation (if any) \_\_\_\_\_

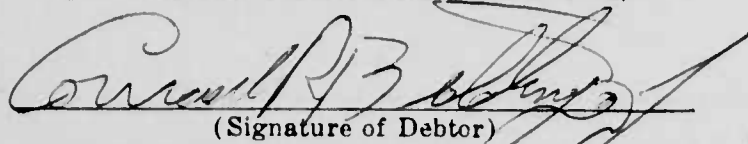
## 4. This financing statement covers the following types (or items) of property: (list)

1	Kubota	L2550GST	Tractor # 81409
1	Kubota	LA400	loader # 10200
1	LandPride	LR1584	Rake # 29496
1	Sims		Cab # 13512

Name and address of Assignee

KUBOTA CREDIT CORPORATION, U.S.A.  
1025 Northbrook Parkway  
Suwanee, Georgia 30174

54900-

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)  
(Signature of Debtor)

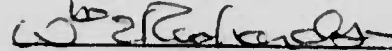
Conrad Biddinger

Type or Print Above Name on Above Line

  
(Signature of Debtor)

Frank Biddinger

Type or Print Above Signature on Above Line

  
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

13

**STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.**

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR and address (Last Name First) Diamond Engineering Corporation 5540 Harford Street Churchton, MD 20733	2. SECURED PARTY and Address FIRST AMERICAN BANK OF MARYLAND Metro Plaza One 8401 Colesville Road Silver Spring, Maryland 20910
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO:  SECURED PARTY  JEFFERSON BANK AND TRUST COMPANY 7505 GREENWAY CENTER DRIVE GREENBELT, MD 20770 ATTENTION: LOAN SERVICING DEPARTMENT

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

Number: 267378 Date: May 6Record Reference: Book 511 Page 575RECORD FEE 10.00  
19 87

POSTAGE .50

#615090 CITY R03 715:25

03/21/90

6. A. CONTINUATION ..... <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	6. B. RELEASE ..... <input type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. C. ASSIGNMENT ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.	6. D. OTHER ..... <input checked="" type="checkbox"/> Termination

H. PAUL SCHAFER  
CIRCUIT COURT

INFORMATION:

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Dated January 30, 19 90By: Gary C. Paul

Gary C. Paul, Vice President

(Title)

15.4

[Redacted]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

280347 553 396

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

Shoreline Products, Inc.  
921 West Mayfield Road  
Arlington, Texas 76015

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

The Citizens and Southern National Bank  
Post Office Box 4095 3406  
Atlanta, Georgia 30302-3406  
Attn: Commercial Finance Department

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.  
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

See Schedule A attached hereto and made a part hereof.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE RECORDS.

RECORD FEE 17.00  
POSTAGE CK .50  
#615790 0777 R03 111-15  
03/22/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Check only  
if applicable

- ☒ Products of collateral are also covered.  
☒ This Financing Statement is to be filed for record  
in the real estate records. Number of additional sheets presented \_\_\_\_\_

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check  
appropriate  
box

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or  
☐ already subject to a financing statement filed in another county, or  
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or  
☐ as to which the filing has lapsed, or  
☐ acquired after a change of name, identity or corporate structure of the debtor.

Shoreline Products, Inc.

The Citizens and Southern National Bank

Use whichever signature line is applicable

By Donald H. Garner  
Signature(s) of Debtor(s)

By Bruce J. Martin A.V.P.  
Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code - FORM 11-1681 - HART GRAPHICS, P.O. BOX 968, AUSTIN, TEXAS 78767

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-1 (Rev. 8-1-87) 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS  
17-50

SCHEDULE A TO FINANCING STATEMENT

Debtor:

Shoreline Products, Inc.  
921 West Mayfield Road  
Arlington, Texas 76015

Secured Party:

The Citizens and Southern National Bank  
Post Office Box 4095  
Atlanta, Georgia 30302  
Attn: Commercial Finance Department

All of the Debtor's right, title and interest in and to each of the following, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising (the "Collateral"):

(a) all accounts and any and all rights to the payment of money or other forms of consideration of any kind (whether classified under the Uniform Commercial Code as accounts, chattel paper, general intangibles, or otherwise) for goods sold or leased or for services rendered including, but not limited to, accounts receivable, proceeds of any letters of credit naming the Debtor as beneficiary, chattel paper, tax refunds, insurance proceeds, contract rights, notes, drafts, instruments, documents, acceptances, and all other debts, obligations and liabilities in whatever form from any person;

(b) all inventory; all goods intended for sale or lease by the Debtor, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in the Debtor's business; and all documents evidencing any general intangibles relating to any of the foregoing;

(c) all machinery, apparatus, equipment, fittings, fixtures and other tangible personal property (other than Inventory) of every kind and description used in the Debtor's business operations or owned by the Debtor or in which the Debtor has an interest, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor;

(d) all rights of the Debtor as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to any Inventory or other properties of the Debtor;

(e) all documents of title, policies and certificates of insurance, securities, chattel paper and other documents and instruments evidencing or pertaining to any and all items of Collateral;

(f) all books, records, files and correspondence in any way related to any of the Collateral;

(g) all general intangibles;

(h) any and all balances, credits, deposits, accounts, items and monies of the Debtor now or hereafter with the Secured Party or any affiliate of the Secured Party or deposited with the Secured Party or its agents pursuant to any lockbox or other collection agreement, and all other property of the Debtor of every kind and description now or hereafter in the possession or control of the Secured Party for any reason; and

(i) any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any of the Collateral, and any claims of the Debtor against third parties for loss of, damage to or destruction of any or all of the Collateral or for proceeds payable under, or unearned premiums with respect to, policies of insurance) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents.

THE DEBTOR:

SHORELINE PRODUCTS, INC.

By: Donald S. Farnes  
Title: President

THE SECURED PARTY:

THE CITIZENS AND SOUTHERN  
NATIONAL BANK

By: Frank M. A.  
Title: P. V. P.

EXHIBIT "B"  
DESCRIPTION OF REAL PROPERTY

The 1750 square foot building situated at 5859 Deale-  
Churchton Road, Deale, Maryland 20751 in Anne Arundel  
County.

[REDACTED]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

553 PAGE 400

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

Shoreland Distributors, Inc.  
125 So. Second St.  
Bayshore, NY 11706

(Anne Arundel Co., MD)

2. Secured Party of Record and Mailing Address:

**SHORELINE PRODUCTS, INC.**  
**P. O. BOX 848**  
**ARLINGTON, TX. 76004-0848**

Microfilm Index Number: (Filing Officer's Use Only)

4. This statement refers to original

Financing Statement No. 277064book540page328

Date filed 4-21-89, 19

Check only  
if applicable

☐ This Financing Statement Change is to be filed for  
record in the real estate records. Number of  
additional sheets presented

5. A. ☐ AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.

B. ☒ TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.

C. ☐ PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.

D. ☐ CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.

E. ☐ PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.

F. ☐ TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

Assignee Name & Address:

The Citizens and Southern National Bank  
2059 Northlake Parkway  
5 Northeast North  
Tucker, GA 30084

Assignee Name & Address:

The Citizens and Southern National Bank  
Commercial Finance Department  
P.O. Box 3406  
Atlanta, GA 30302-3406

**SHORELINE PRODUCTS, INC.**

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(ies)

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code—The Odell Company, P.O. Box 550488, Dallas, Texas 75355

(1) Filing Officer Copy— Numerical

125 STANDARD FORM— FORM UCC-3 (Rev. 8/1/87) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

553 401

EXHIBIT "B"  
DESCRIPTION OF REAL PROPERTY

Leased Warehouse 35'x50' at #1 Anchor Business Centre  
Deale, MD 20751

On Rte. 256, Anne Arundel County, MD

Storage in 10,000 sq. ft.fenced lot on premises

TOTAL P.09

553 402

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) <b>ALFORD INDUSTRIES, INC. Box 300 Industrial Avenue Ridgefield Park, NJ 07660</b>	2. Secured Party(ies) and address(es) <b>THE CIT GROUP/BUSINESS CREDIT, INC. 270 Park Avenue New York, NY 10017</b>	For Filing Officer (Date, Time and Filing Office)
#277329 #358920 Book 541 Pg 296		
4. This statement refers to original Financing Statement bearing File No. _____		
Filed with <u>Anne Arundel Co., Md.</u> Date Filed <u>5/17/89</u> 19__		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

RECORD FEE 10.00  
POSTAGE .50  
#A15810 CTTT 893 T11117  
H. ERIC SCHAFER  
AA CO. CIRCUIT COURT

89-85079-61 HZ  
F011167

No. of additional Sheets presented: \_\_\_\_\_

THE CIT GROUP/BUSINESS CREDIT, INC.

By: James Conneely James Conneely, Vice President

By: [Signature] Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

## STATE OF MARYLAND

BOOK 553 PAGE 403

## UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 505100  
RECORDED IN LIBER 548 FOLIO 83 ON 0777 R03 (DATE)

## 1. DEBTOR

Name Bohle Electric Motor, INC.

Address 7700 Locust Wood Road, Severn, MD 21144

## 2. SECURED PARTY

Name Datronic Equipment Income Fund XVII

Address 425 N. Martingale Road, Schaumburg, IL 60173

RECORD FEE 10.00

POSTAGE .50

4615820 0777 R03 T11:18

03/22/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

Datronic Equipment Income Fund XVI, L.P.  
425 N. Martingale Road  
Schaumburg, IL 60173

Dated

12/11/89

(Signature of Secured Party)

KATHALEEN B. SCHUETT

Type or Print Above Name on Above Line

553 PAGE 404  
STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 580860  
RECORDED IN LIBER 551 FOLIO 529 ON 2/9/90 (DATE)

1. DEBTOR

Name Narragansett Clothing Company  
Address 590 Fish Road, Tiverton, Rhode Island 02878

2. SECURED PARTY

Name Fleet National Bank  
Address 111 Westminster Street, Providence, Rhode Island 02903  
Susan B. Richardson, Edwards & Angell, 2700 Hospital Trust Tower, Providence,  
Person And Address To Whom Statement Is To Be Returned If Different From Above. RI 02903

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)  Termination
	To be filed with Clerk of Circuit Court, Anne Arundel County, MD	

RECORD FEE 10.00  
POSTAGE .50  
#615630 0777 403 T11:17  
CK 03/22/90  
H. FILE SCHAFER  
AA CO. CIRCUIT COURT

Dated March 6, 1990

FLEET NATIONAL BANK

John M. Baker LOW OFFICER  
(Signature of Secured Party)

JAMES M. BAKER

Type or Print Above Name on Above Line

553 PAGE 405

1. No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) Prince's Tire and Auto 130 Mountain Rd. Pasedena, MA. 21122 Ann Arundle Cnty.	3. Secured Party(ies) and address(es) Allen Group Leasing Corporation 37519 Schoolcraft Road Livonia, Mi 48150		RECORD FEE 10.00 #615840 OTT T R03 T41:20 03/28/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT
This statement refers to the original Financing Statement bearing the following file numbers.			
Sec. of State-File No. 386610 <del>EX</del> Reg. of Deeds-File No. 06/16/89 542-353			
<p>4. <input type="checkbox"/> Continuation. The original financing statement bearing file number shown above, is still effective.</p> <p>5. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p> <p>6. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.</p> <p>7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 10.</p> <p>8. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p> <p>9. <input type="checkbox"/> Other. Specify in Item 10.</p>			
2 Allen Engine Analyzer # 82-860 11 NOV 6861 [REDACTED]			
and all substitutions, replacements, additions, accessories.			
Prince's Tire And Auto 08/04/89		ALLEN GROUP LEASING CORPORATION	
Carol Siep-AS ATTORNEY IN FACT		Carol Siep-Vice President/Controller	
by: Carol Siep		Signature(s) of Secured Party(ies)	

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
Maxwell Communication Corporation Memphis 828 E. Holmes Road Memphis, TN 38116	Graphics Holding Enterprises, Inc. 866 Third Avenue New York, NY 10022	H. ERLE SCHAFER AA CO. CIRCUIT COURT RECORD FEE 10.00 POSTAGE <i>CM</i> .50 #719990 C055 R02 T12:21 03/22/90 H. ERLE SCHAFER
4. This statement refers to original Financing Statement bearing File No. <u>280224 553 83</u>		
Filed with <u>MD Ann Arundel Cty</u> Date Filed <u>3/9/90</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Pursuant to a Certificate of Ownership and Merger dated February 28, 1990 Graphics Holding Enterprises, Inc. was merged with and into Quebecor Printing (USA), Inc. Quebecor Printing (USA) Inc. is the surviving entity of such merger and therefore the name and address of the secured party is amended to read "Quebecor Printing (USA), Inc., 320 Campus Drive, Somerset, NJ 07083."		
No. of additional Sheets presented:		
Maxwell Communication Corporation Memphis		Quebecor Printing (USA), Inc.
By: <u>Marc Fors</u> Marc Fors, Exec. V.P.		By: <u>Claudine Tremblay</u> Claudine Tremblay, Secretary
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		Signature(s) of Secured Party(ies)
(1) <u>10/8</u> Copy - Alphabetical		

STANDARD FORM - FORM UCC-3

553 407

280348

# FINANCING STATEMENT

- ☐ To Be Recorded in the Land Records at \_\_\_\_\_
- ☒ To Be Recorded among the Financing Records at Anne Arundel County
- ☐ Not subject to Recordation Tax.
- ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 75,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): M & M Lube, Inc. Address(es): 1110 Rt. 3 N  
Crofton Auto Park  
Gambrills, MD 21054

6. Secured Party: Maryland National Bank Address: Department: Commercial Loan Unit  
Post Office Box 987, Mailstop 500270  
Attention: \_\_\_\_\_ Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

☒ A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

☐ B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☒ C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

☐ D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

☐ E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

☒ F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

☐ H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. ☒ All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is The MacQuilliam Organization (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A): Location: 1110 Rt. 3 N, Crofton Auto Park, Gambrills, MD 21054

All machinery both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

Debtor: M & M Lube, Inc.

Secured Party: Maryland National Bank

By: Mark T. Blizzard, Pres. (Seal)  
Type name and title, if any. Mark T. Blizzard, Pres.

By: Mary E. Blizzard, Executive Vice Pres./Treasurer (Seal)  
Type name and title, if any. Mary E. Blizzard, Executive Vice Pres./Treasurer

By: Terri J. Wolfley, Asst. Vice Pres. (Seal)  
Type name and title. Terri J. Wolfley, Asst. Vice Pres.

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PARTIES	
Debtor name (last name first if individual) and mailing address:	
SHIRLEY A. HARTUNG PUTUXENT MHP, LOT 20 LOTHIAN MD 20820 1	
Debtor name (last name first if individual) and mailing address:	
PUTUXENT MHP, LOT 20 LOTHIAN MD 20820 1a	
Debtor name (last name first if individual) and mailing address:	
1b	
Secured Party(ies) names(s) (last name first if individual) and address for security interest information:	
KONA MH BROKERS & ASSOC., INC. 1602 JOHN ROSS LANE P.O. BOX 540 CROWNSVILLE, MD 21076 2	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	
GREEN TREE ACCEPTANCE, INC.  3062 PS BUSINESS CENTER WOODBIDGE VA 22192 2a	
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility.	
3	
SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):-	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania- <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county.	
d. already subject to a security interest in another jurisdiction- <input type="checkbox"/> when the collateral was moved to Pennsylvania. <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above):	
KONA MH BROKERS & ASSOC., INC. Chris Delich agent	
4	

STANDARD FORM - FORM UCC-1 (7-89)  
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
553 PALE 408 280349 5	
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box): <input type="checkbox"/> Secretary of the Commonwealth. <input type="checkbox"/> Prothonotary of _____ County. <input type="checkbox"/> real estate records of _____ County.	
6	
Number of Additional Sheets (if any):	
7	
Optional Special Identification (Max. 10 characters):	
8	
COLLATERAL	
Identify collateral by item and/or type: 1990 HOLLY PARK HOMES 14 X 56 SERIAL# 03FR11959 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR THE STATE LAW EQUIVALENT STATUTE." <input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	
9	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):- a. <input type="checkbox"/> crops growing or to be grown on - b. <input type="checkbox"/> goods which are or are to become fixtures on - c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on - d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -	
the following real estate: Street Address: Described at: Book _____ of (check one) <input type="checkbox"/> Deeds, <input type="checkbox"/> Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet. Name of record owner (required only if no Debtor has an interest of record):	
10	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
1 SHIRLEY A. HARTUNG	
1a Shirley A. Hartung	
1b	
11	
RETURN RECEIPT TO:	
GREEN TREE ACCEPTANCE, INC.  3062 PS BUSINESS CENTER WOODBIDGE VA 22192	
12	

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN. 55303  
(612) 421-1713

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here. ☐

Recorded in Anne Arundel County

This financing statement Dated 3/16/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name G.C. BOWEN, INC.

Address 188 MAIN STREET, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name ANNAPOLIS NATIONAL BANK

Address 2083 WEST STREET, ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) JULY 16, 1990

4. This financing statement covers the following types (or items) of property: (list)

ALL OF THE INVENTORY OF EACH DEBTOR BOTH NOW OWNED AND HEREAFTER ACQUIRED AND AS THE SAME MAY NOW AND HEREAFTER FROM TIME TO TIME BE CONSTITUTED, TOGETHER WITH ALL CASH AND NON-CASH PROCEEDS AND PRODUCTS THEREOF.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

G.C. BOWEN, INC.

BY: Georgia Beecher

(Signature of Debtor)

GEORGIA C. BEECHER, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ANNAPOLIS NATIONAL BANK

X William A. Murphy

(Signature of Secured Party)

WILLIAM A. MURPHY, VICE PRESIDENT

Type or Print Above Signature on Above Line

11.50

RECORD FEE 11.00  
POSTAGE CK .50  
4610800 0777 N03 T10:32  
03/23/90  
HARVARD  
HARVARD CIRCUIT COURT

553 PAGE 410

STATE OF MARYLAND

280351

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ /

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

CONTRACT # 29820 - 730297

## 1. DEBTOR

Name GEORGE H. SPRIGGS

Address 336 WEST BAYFRONT ROAD LOTHIAN, MD 20711

## 2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA T1400H LAWN TRACTOR, SER.#30881.
- 1 USED KUBOTA T3014 GRASS CATCHER, SER.#3052.

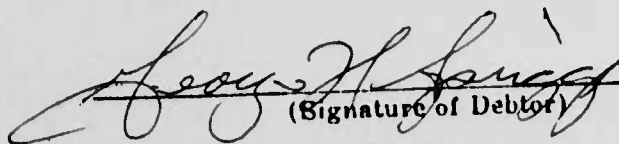
Name and address of Assignee

KUBOTA CREDIT CORPORATION  
P.O. Box 105598  
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"  
CHECK ☒ THE LINES WHICH APPLY

6. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)



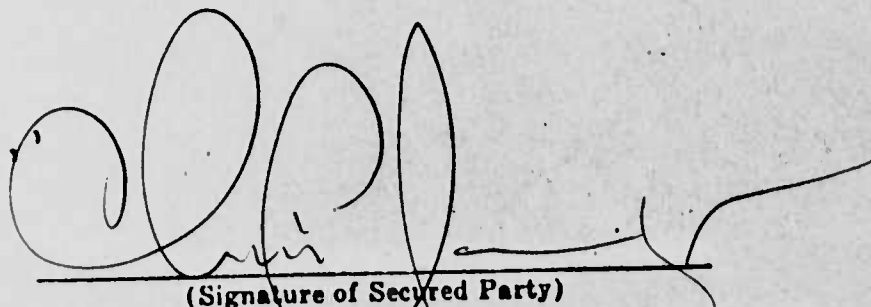
(Signature of Debtor)

GEORGE H. SPRIGGS

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

CHRIS HANBURGER, GENERAL MANAGER

Type or Print Above Signature on Above Line

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

280352

FINANCING STATEMENT

DATE: March 16, 1990

( ☒ ) Not Subject to Recordation Tax

( ☐ ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S): Don's Video Movies IV, Inc.

ADDRESS: 211 Ambleside Drive  
Severna Park, Maryland 21146

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

QTY	DESCRIPTION AND SERIAL NUMBER
1	Altos 886-T50 Computer, S#208163
1	Wyse 50 Monitors, S#19603288
1	Wyse 50 Monitors, S#19904741
1	Wyse 50 Monitors, S#19603135
1	Okidata 182T Printer, S#904A1011267
1	Okidata 182T Printer, S#902A10039102
1	Okidata 320 Printer, S#812B0085889
1	T-Switch, S#101089-2
1	Bar Code Reader, S#2189210450
1	Bar Code Reader, S#2189210447
1	Bar Code Reader, S#2189210443

RECORD FEE 10.00  
RECORD FEE 1.00  
POSTAGE CK .50  
#6188-0 5777-103 T10435  
(3/23/90)  
H. PAUL SCHAEFER  
AA CO. CIRCUIT COURT

DEBTOR(S):

Don's Video Movies IV, Inc.

(Company Name)

BY: [Signature]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]

(Authorized Signature)

Robert E. Mann

Vice President

(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11.8

APR 16  
AT WOOD  
COUNTY

BOOK 553 PAGE 412

280353

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. A true lease not intended for security

1. DEBTOR Lessee

Name HOWARD F. ROELOCKE T/A ROBINS NEST II  
Address 2433 MOUNTAIN ROAD PASADENA, MD 21122

2. SECURED PARTY Lessor

Name NELCO CORPORATION  
Address P.O. Box 537 LAUREL, MD 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 MODEL F400W38P ICE-O-MATIC  
ICE MACHINE  
SERIAL # J62600479W

RECORD FEE 12.00

POSTAGE CK .50

#616880 0777 R03 710130

05/25/70

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

ROBINS NEST II

(Corporate or Trade Name)

Howard Roecke

(Signature of Debtor)

HOWARD ROECKE

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

by G. R. Nelson V.P.

(Signature of Secured Party)

GREGORY R. NELSON

Type or Print Above Signature on Above Line

1750

553 W 413

280354

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal Amount is \$ 107,500.00  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Hardin-Huber, Inc.  
(Name)  
6720 Ft. Smallwood Road  
(Address)  
Baltimore, Md. 21226

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Catherine Lewis Damasio  
(Name of Loan Officer)  
18 West Street  
(Address)  
Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

Case 580K Backhoe/Loader  
4 Wheel Drive 24" H.D. Bucket  
SN # JJG 0014305

1980 Gemco GT300 4x4  
Mobile Drill Model B-53 Explorer, Basic Unit including slidramatic 43" RECORD FEE 1.10  
Telescoping Base Guide Assembly Master Control Panel, Coring Feed' RECORD FEE 9.90  
Regulator, 5-Line Crown Block, 22'9" Mast, 1 5/8" Hex Auger coupling RECORD TAX 752.50  
for vehicle PTO installation, POSTAGE CK .50  
7000 Main Drawworks, hydraulic, hydraulic at-directional free spooling  
with 100' of 1/2" cable and safety hook  
2500 Cap. hydraulically driven cathead assembly  
900 capacity manual safe-l-drive with 150' of 1/4" cable and swivel safety hook  
1200 capacity hydraulic wireline hoist  
quick-change auger adaptor 1 5/8" Hex  
Hydraulic rod chuck 2/3 Jaw set and hood bushing  
extra hood bushing for Wyd. chuck req. for jaws  
swingaway spider and mounting parts for rod size to 3" OD  
slip assembly, NW rod size  
hydraulic breakout wrench assembly mounted under right rear of body fabrication  
hydraulic oil cooler  
2" mast standpipe  
plant assembly of drill unit  
moyno pump 3lb size  
three 36" hydraulic jacks  
250 gallon water tank  
inclined 140 hammer rack  
500' cable, 3/16 aircraft 7x19 Galv.  
Mounting of Mobile drill on Gemco Buggy  
with auger racks, rod rack and  
and tool box installed

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.  
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

(Seal)  
(Seal)  
(Signature)  
Michael W. Huber, President  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)  
(Seal)  
(Signature)  
(Print or Type Name)

11-80  
752.50  
SD

280355

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional  
Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

Reds Dove Inc  
2729 Solomons Island Road  
Edgewater MD 21037  
M-35906

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co Inc  
P.O. Box 9595  
Baltimore MD 21237

(3) (a) ☐ Collateral is or includes fixtures.  
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For  
Filing  
Officer

RECORD FEE 1.10

RECORD FEE 9.90

POSTAGE .50

#616770 DTCT R03 T104

03/23/

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

MD

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Tractor D6H S/N: 3YG00538

One (1) Caterpillar Bulldozer 6S S/N: 1AH00903

NOT SUBJECT TO RECORDATION TAX

☒ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
Reds Dove Inc.

James D. Stanley-V.P.

(By)

Standard Form Approved by N.C. Sec. of State  
and other states shown above.

Secured Party(ies) [or Assignees]  
Alban Tractor Co Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and ☒

☐ Collateral Is Brought Into This State  
☐ Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

(1) Filing Officer Copy - Numerical

**PARTIES** 3-16-90  
Debtor name (last name first if individual) and mailing address:  
Lilly Bros. Yacht Yard, Inc.  
2830 Solomons Island Road  
Edgewater, MD 21037

Debtor name (last name first if individual) and mailing address:

280356 553 415

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

COPELCO LEASING CORPORATION  
ONE MEDIUM PLAZA  
PENNSAUKEN, NEW JERSEY 08110

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

☒ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

☐ Debtor is a Transmitting Utility.

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))—

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.  
b. ☐ as to which the filing has lapsed.  
c. already subject to a security interest in another county in Pennsylvania—  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.  
d. already subject to a security interest in another jurisdiction —  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.  
e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s):  
(required only if box(es) is checked above):

**FINANCING STATEMENT**  
Uniform Commercial Code Form UCC-1  
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Arundel

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer)

The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- ☐ Secretary of the Commonwealth.  
☒ XXXXXX of Anne Arundel County.  
☐ real estate Records of County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): LEASE No. 0-23383-0

**COLLATERAL**

Identify collateral by item and/or type:

One (1) 1989 Road Boss 10 Trailer Blue  
VIN #1SL070T02KG000049  
Vendor: Sale/Lease-Back

☒ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)) —

- a. ☐ crops growing or to be grown on —  
b. ☐ goods which are or are to become fixture on —  
c. ☐ minerals or the like (including oil and gas) as extracted on —  
d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:

Describe at: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_  
for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_  
☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

**DEBTOR SIGNATURE(S)**

Debtor Signature(s): Lilly Bros. Yacht Yard, Inc.

1 *Arthur Lilly*  
(NAME/TITLE) Arthur Lilly, President

1a (NAME/TITLE)

1b (NAME/TITLE)

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION  
ONE MEDIUM PLAZA  
PENNSAUKEN, NEW JERSEY 08110

FILING OFFICE ORIGINAL

NOTE — This page will not be returned by the Department of State.

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX

**FINANCING STATEMENT** FORM UCC-1

Identifying File N **280357**

**ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.**

**SIGNATURES MUST BE IN INK**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here ☐

This financing statement Dated 15 MARCH 90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

**1. DEBTOR**

Name Subterranean Construction

Address 1362 Marlboro Road Anne Arundel Lothian MD 20711

**2. SECURED PARTY**

Name Gardiner Equipment Co., Inc.

Address P. O. Box 37

Waldorf, Maryland 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 New John Deere 400G Dozer, S/N 760118

RECORD FEE 11.00  
POSTAGE CK .30  
#617060 CTTT R03 710:51  
03/23/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

**CHECK ☒ THE LINES WHICH APPLY**

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☐ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

William H. Brown, Jr.

(Signature of Debtor)

Subterranean Construction

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Industrial Equip. Company

P. O. Box 65090

West Des Moines, Iowa 50265-0090

Donald W. Williams

(Signature of Secured Party)

Donald W. Williams

Type or Print Above Signature on Above Line

115

BOOK 553 PAGE 417  
STATE OF MARYLAND

280358

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't indicate amount of taxable debt here. \$ \_\_\_\_\_ N/A

If this statement is to be recorded  
in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name W.A. Cox Company, Inc.  
Address 109 Martin Rd. Glen Burnie, MD 21061

2. SECURED PARTY

Name Somerset Welding & Steel, Inc.  
Address 733 S. Center Ave. Somerset, PA 15501  
Orix Credit Alliance, Inc. 500 DiGuilian Blvd. Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGuilian Blvd.  
Glen Burnie, MD 21061

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)  
☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)

- ☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)  
W.A. Cox Company, Inc.

William A. Cox  
(Signature of Debtor)

William A. Cox  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Somerset Welding & Steel, Inc.

Gerald Johnson  
(Signature of Secured Party)

Gerald Johnson  
Type or Print Above Signature on Above Line

RECORD FEE 17.00  
POSTAGE CK .50  
#617090 0777 R03 T10456  
03/23/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

## CONDITIONAL SALE CONTRACT NOTE

BOOK 003 PAGE 418

TO: Somerset Welding & Steel, Inc. ("Seller") FROM: W.A. Cox Company, Inc. ("Buyer")  
733 S. Center Ave. Somerset, PA 15501 109 Martin Rd. Glen Burnie, MD 21061  
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): <b>One (1) J &amp; J 14'6" Aluminum Solid Weld Dump Body S/N TS14039 mounted on a 1984 International Model S2500 Dump Truck S/N 1HT2PJMT3EHA55747</b>	(1) CASH SALE PRICE .....	\$ 13,524.00
	(2) DOWN PAYMENT in Cash .....	\$ 1,000.00
*Description of any Trade-In:	(3) DOWN PAYMENT in Goods* (Trade-In Allowance) .....	\$ -0-
	(4) UNPAID BALANCE [Items (1) - (2) - (3)] .....	\$ 12,524.00
	(5) INSURANCE and other Benefits .....	\$ -0-
	Types of coverage and benefits .....	
	(6) OFFICIAL or DOCUMENTARY FEES .....	\$ 200.00
	Describe and Itemize .....	
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] .....	\$ 12,724.00
	(8) FINANCE CHARGE (Time Price Differential) .....	\$ 2,084.00
	(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] .....	\$ 14,808.00
	(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$ 15,808.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

109 Martin Rd. Glen Burnie Anne Arundel MD 21061  
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Fourteen thousand eight hundred eight and 00/100 \*\*\*\*\* Dollars (\$ 14,808.00) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 16th day of April, 19 90, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 617.00 and the final installment being in the amount of \$ 617.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE  
**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE  
CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE**

**NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.**

**BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.**

Date: March 14, 1990

BUYER(S)-MAKER(S):

Accepted: Somerset Welding & Steel, Inc. (SEAL)  
(Print Name of Seller Here)

W.A. Cox Company, Inc. (SEAL)  
(Print Name of Buyer-Maker Here)

By: [Signature]  
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] (SEAL)  
Co-Buyer-Maker:  
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.**

(L.S.)

(L.S.)

(Guarantor-Endorser)

(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature  
of  
Seller

By:

(Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

# ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale

contract and/or lease and/or chattel mortgage (herein called "contract") dated March 4, 1990, as Seller/Lessor/Mortgagee, between Somerset Welding & Steel, Inc. and W.A. Cox Company, Inc. 109 Martin Rd. Glen Burnie, MD 21061

(Name) (Address)  
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.  
We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.  
We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the

term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 14,808.00  
14th day of March, 19 90

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Somerset Welding & Steel, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]  
Asst Sec - TR

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

553 421

280359

SHORELAND WAIVER

COUNTY OF ANNE ARUNDEL

STATE OF MARYLAND

RECORD FEE 28.00  
POSTAGE .50  
CK  
#517190 CITY R03 7/1/02  
13/03/02

WHEREAS, The Citizens and Southern National Bank (the "Lender") has or is about to enter into that certain Commercial Loan Agreement with SHORELINE PRODUCTS, INC. ("Borrower"), the Obligations of Borrower thereunder secured in part by the inventory, equipment and machinery of Borrower described on Exhibit "A" (the "Collateral") which is located at 5859 Deale-Churchton Road, a more particular legal description of which (if available) is attached hereto as Exhibit "B."

WHEREAS, the undersigned has an interest in the Premises as the lessee thereof, and as such lessee has agreed to make available to Shoreline Products, Inc. a secured, locked warehouse space and area on the premises where Shoreline has or will place boat trailers, parts, wheels and other Shoreline products, to which secured area only the personnel of Shoreline will have access;

NOW, THEREFORE, in consideration of the financial accommodations extended by the Lender to Borrower and for other good and valuable consideration, the undersigned agrees as follows:

(a) that the Collateral may be located, stored or installed in the Premises from time to time and shall not be deemed a fixture or part of the real estate but shall at all times be considered personal property;

(b) that the undersigned disclaims any interest in the Collateral and agrees to assert no claim to the Collateral while Borrower is indebted to Lender; that the undersigned recognizes and acknowledges that any claim or claims that Lender may have or may hereafter have or acquire against the Collateral is superior to any lien, claim, right, title or interest of any nature which the undersigned now has or may hereafter have to such Collateral by statute, agreement or otherwise; that each and every such lien, claim, right, title or interest which the undersigned now has, or may hereafter have or acquire, or otherwise, by statute, agreement, to claim, levy, seize, repossess, distrain or otherwise assert rights against the Collateral or to claim or assert title to the Collateral, on whatever grounds, is hereby waived and disclaimed; that the undersigned will not claim, levy, seize, distrain, repossess or otherwise assert rights against the Collateral at any

2900  
JB -52

time so long as any obligation is owing to Lender by Borrower including, but not limited to obligation of Borrower under conditional sales contracts, loan agreements, transactions or otherwise.

(c) that Lender or its representatives may enter upon the Premises at any time to inspect or remove the Collateral, and may advertise and conduct a public auction or private sale thereon;

(d) that, at the option of the Lender, said Collateral may remain upon (without being deemed to be taking possession of) said Premises without charge for a period of fifteen days after the receipt by the Lender of written notice by the undersigned directing removal; the Lender may, subsequent to the fifteen day period, remain on said Premises at a rental to be agreed upon by the Lender and the undersigned), prorated on a per diem basis to be determined on a thirty-day month, without incurring any other obligations of Borrower; provided, however, that the Lender shall pay the cost of utilities and its pro rata share of taxes during the occupation of the Premises by the Lender after such fifteen-day period; and

(e) that the undersigned will give notice to the Lender within five days of any default by Borrower of any of the provisions of any lease or other agreement with the undersigned covering the Premises to:

The Citizens and Southern National Bank  
Commercial Finance Department  
5 Northeast North  
2059 Northlake Parkway  
Tucker, Georgia 30084  
Attn: Robert B. H. Moore

Upon receipt of said notice, the Lender shall thereupon have at least ten days to cure said default.

(f) that Lender may, without affecting the validity of this Agreement, extend the amounts, times or manner of payment of any obligation of Borrower to Lender or otherwise amend, modify, supplement, or waive any of the terms and condition of any agreement respecting same, all without the consent of the undersigned and without giving notice thereof to the undersigned.

This waiver is binding upon the undersigned and the heirs, personal representatives, successors and assigns of the undersigned and inures to the benefit of the Lender and the successors and assigns of the Lender, and may be assigned by Lender without the consent of the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed,  
or caused this Agreement to be executed under seal by its duly  
authorized officer and its seal to be affixed thereto, this  
14 day of March, 1990.

✓ SHORELAND DISTRIBUTORS, INC.

*P. J. Hales*  
WITNESS

By: *[Signature]*

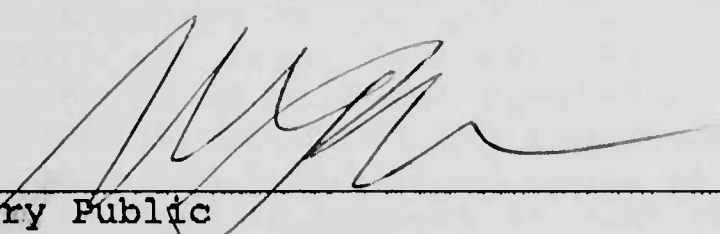
Title: *President*

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF New York )  
COUNTY OF NASSAU )

On the 14<sup>th</sup> day of March, 1990, before me personally came William Kemnitzer who being by me duly sworn, did depose and say that (s)he resides in Suffolk City N.Y. that (s)he is the President of Shoreland Distributors, Inc. the corporation described in and which executed the above waiver; that (s)he knows the seal of said corporation; that the seal affixed to said assignment is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his name thereto by like order.

  
Notary Public

My commission expires Dec 31 1991

(NOTARY SEAL)

## DESCRIPTION OF COLLATERAL

The Collateral consists of all right, title and interest of **SHORELINE PRODUCTS, INC.**, and its successors and assigns ("Debtor") in and to the following, whether now owned or existing or hereafter acquired or arising and wherever located:

All rights of the Debtor, whether secured or unsecured, to payment of money or other forms of consideration of any kind, for goods sold or leased, or to be sold or to be leased, or for services rendered or to be rendered, however evidenced or incurred, including, without limitation, all accounts, instruments, letters of credit naming the Debtor as beneficiary, contract rights, chattel paper, general intangibles, documents, notes, drafts, acceptances, and all other debts, obligations and liabilities in whatever form from any person, all causes of action with respect to any of the foregoing, all of Debtor's rights to goods representing any of the foregoing, including returned or repossessed goods, all of Debtor's rights as an unpaid vendor or lienor under Article 2 of the Uniform Commercial Code including, without limitation, stoppage in transit, replevin and reclamation, and any and all claims under guaranties, security interests or other security held by or granted to the Debtor to secure the payment of any of the foregoing (referred to and defined collectively as the "Accounts Receivable Collateral");

All inventory of the Debtor, including, without limitation, all goods, merchandise and other personal property, whether or not in transit, which is, or may at any time be leased or furnished, held for sale or lease, furnished or to be furnished under any contract of service, goods held for display or demonstration, goods on lease or consignment, returned and repossessed goods, raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of goods or otherwise used or consumed in Debtor's business, or which contribute to finished products, or to the sale, promotion or shipment thereof, work-in-process, finished goods, component materials, incidentals, office supplies, whether manufactured or purchased from other manufacturers, all such property the sale of which gives rise to Accounts Receivable Collateral, together with all documents, documents of title, dock warrants, dock receipts, warehouse receipts, bills of lading or orders for the delivery of all, or any portion, of the foregoing and all rights of Debtor as an unpaid vendor or lienor under Article 2 of the Uniform Commercial Code including, without limitation, stoppage in transit, replevin and reclamation (referred to and defined collectively as the "Inventory Collateral");

All machinery, apparatus, furniture, fixtures, fittings, equipment, motor vehicles and other tangible personal property (other than inventory) of every kind and description, used in the business operations of the Debtor or in which the Debtor has an interest, and all parts, accessories and special tools and all increases and

additions thereto (referred to and defined collectively as the "Equipment Collateral");

All general intangibles of Debtor, whether now existing or hereafter acquired or arising, including, without limitation, all permits, licenses, tax refunds, tax refund claims, patents, trademarks, tradenames, goodwill, copyrights, royalties, service marks, proprietary rights, all blueprints, drawings, designs, trade secrets, plans, diagrams, schematics and assembly and display materials relating thereto and all customer lists (referred to and defined as the "Intangibles Collateral");

All property of Debtor on deposit with, and all other property of Debtor, at any time, to Debtor's credit or in the possession of The Citizens and Southern National Bank ("Lender") or in its possession now or hereafter, by way of pledge, lockbox or other collection arrangements or otherwise, or upon or in which The Citizens and Southern National Bank shall have a lien or security interest, including all balances, credits, deposits (general or special, time or demand, provisional or final, savings or passbook), accounts, instruments, certificates of deposit, items, monies, any check, all checks, drafts and other items now or hereafter deposited by Debtor in or with Lender for collection, any other indebtedness at any time owing by Lender to or for the credit or the account of Debtor, or any other property of every kind and description now or hereafter in the possession or control of or otherwise with Lender for any reason, including all dividends and distributions on or other rights in connection therewith (referred to and defined collectively as the "Deposit Accounts Collateral");

All accessions to, substitutions for, replacements, products, issues and proceeds in whatever form (including, without limitation, cash, deposit accounts, general intangibles, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, rents, profits accounts, income, revenue and proceeds payable under, or unearned premiums with respect to policies of insurance, and claims to any items of Collateral, claims of Debtor against third parties for losses of, damage to or destruction of any or all of the Collateral), of and from any and all of the foregoing, whatever is received upon the sale, exchange, collection or other disposition of the foregoing or proceeds of the foregoing (including, without limitation, all accounts, instruments, documents, chattel paper, general intangibles, inventory and equipment acquired with cash proceeds of any of the foregoing), goods (trade-ins), and all documents, documents of title, policies and certificates of insurance, securities, writings, leases, books, files, records, correspondence, computer tapes, programs, ledger books and ledger sheets arising from or related to any of the foregoing.

EXHIBIT "B"  
DESCRIPTION OF REAL PROPERTY

The 1750 square foot building situated at 5859 Deale-  
Churchton Road, Deale, Maryland 20751 in Anne Arundel  
County.

*Return Confirmation to*  
LIBERTY ENTERPRISES INC.  
HILL SEARCH SERVICE  
ATLANTA-TALLAHASSEE

Douglas D. Waugh  
Vice President • General Manager  
Corporate Searches • Uniform Commercial Code  
P.O. Box 329 Alpharetta, GA 30239-0329 (404) 343-8055  
(800) 334-2735 FAX (404) 343-8863

553 428

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		(For Filing Officer Only)	
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	File Number:	
Stag Trailer Supply, Inc. 6105 Duquesne Drive, S.W. Atlanta, Georgia 30336	BancBoston Financial Company 100 Federal Street Boston, Massachusetts 02110	Time:	
		Date:	
		County, Georgia. Office of Clerk of Superior Court.	
This statement refers to original Financing Statement No. <u>Book 497</u> <u>Page 184</u>		IMPORTANT - COMPLETE THIS BOX	
		Maturity Date _____ If none state so _____	
Filed on (date): _____, 19__			
A. Continuation . . . . <input type="checkbox"/>	B. Partial Release . . . . <input type="checkbox"/>	C. Assignment . . . . <input type="checkbox"/>	D. Other . . . . . <input checked="" type="checkbox"/>
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	The Secured Party certifies that the Secured Party has assigned to the Assignee (whose name and address is shown below) Secured Party's rights under the financing statement bearing the file number shown above in the following property:	Termination
All of Secured Party's interest in Debtor's collateral is hereby terminated.			
Filed with Clerk of the Circuit Court, Anne Arundel County, Annapolis, MD			
Stag Trailer Supply, Inc. By: <u>[Signature]</u> Signature(s) of Debtor(s)		BancBoston Financial Company By: <u>[Signature]</u> (Signature of Secured Party)	
1 Filing Officer Copy		12-50	

RECORD FEE 12.00  
POSTAGE .50  
#617170 0177 R03 T11:01  
03/23/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

280361

BOOK 553 PAGE 429

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)  
Stag Trailer Supply of Maryland, Inc.  
6105 Duquesne Drive, S. W.  
Atlanta, Georgia 30336 and  
7270 Park Circle Drive  
Dorsey, MD 21076

2 Secured Party(ies) and address(es)  
BancBoston Financial Company  
100 Federal Street  
Boston, MA 02110

(For Filing Officer Only)

File Number:

Time:

Date:

Clerk of Superior Court, County, Georgia, Office of

IMPORTANT - COMPLETE THIS BOX

Maturity Date

If none state so

This statement refers to original Financing Statement No.

Book 497  
Page 185

Filed on (date):

, 19

A. Continuation . . . . ☐

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release . . . ☐

From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment . . . . ☐

The Secured Party certifies that the Secured Party has assigned to the Assignee (whose name and address is shown below) Secured Party's rights under the financing statement bearing the file number shown above in the following property:

D. Other . . . . . ☒

Termination

All of Secured Party's interest in Debtor's collateral is hereby terminated.

RECORD FEE 1.00

RECORD FEE 10.00

POSTAGE .50

#817180 CTTT R03 T11:02

03/23/90

H. ERLE SCHAEFER

AA CO. CIRCUIT COURT

Filed with Clerk of the Circuit Court, Anne Arundel County, Annapolis, MD

Stag Trailer Supply, Inc. as successor to  
Stag Trailer Supply of Maryland, Inc.

By: [Signature]  
Signature(s) of Debtor(s)

BancBoston Financial Company

By: [Signature]  
(Signature of Secured Party)

1 Filing Officer Copy

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐This financing statement Dated 3/19/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name JOHN E. BRANNAMAddress 2133 HOG NECK ROAD, PASADENA, MD 21122

## 2. SECURED PARTY

Name The Bank of Glen BurnieAddress 101 Crain Highway, S.E.Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

SATON TRACTOR, MODEL 6500, SER #6065812

FIAT-ALLIS LOADER, MODEL 545B, SER #21805563

RECORD FEE 1.10

RECORD FEE 9.90

POSTAGE CK .50

#617200 DT77 103 711:06

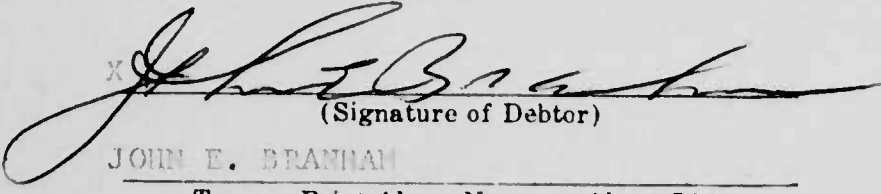
03/23/90

CHECK ☒ THE LINES WHICH APPLY

H. LYLE SCHAFER

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

HH CO. CIRCUIT COURT

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)XX ☐ (Proceeds of collateral are also covered)XX ☐ (Products of collateral are also covered)X   
(Signature of Debtor)

JOHN E. BRANNAM

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

X 

(Signature of Secured Party)

STEPHEN G. BOYD, SENIOR VICE PRESIDENT

Type or Print Above Signature on Above Line

1K, 5

## FINANCING STATEMENT

To be filed in the XX Financing Records  
 of        Land Records  
       District of Columbia  
       Montgomery County  
       Prince George's County  
XX        Anne Arundel County

553 PAGE 431

Not subject to Recordation Tax. Principal amount of secured  
 is: \$ 140,000.00.

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

- |                                     |                            |
|-------------------------------------|----------------------------|
| 1. DEBTOR:                          | ADDRESS:                   |
| Charles M. Ball                     | 1495 Kingsway Court        |
| Lynn K. Ball                        | Gambrills, Maryland 21054  |
|                                     |                            |
| 2. SECURED PARTY:                   | ADDRESS:                   |
| DIVERSIFIED LENDING SERVICES, INC.  | 6000 Executive Blvd., #115 |
| a Maryland Corporation              | Rockville, Maryland 20852  |
|                                     |                            |
| 3. TRUSTEES:                        | ADDRESS:                   |
| Steven H. Hofberg                   | 6000 Executive Blvd., #115 |
| Richard D. Krampf                   | Rockville, Maryland 20852  |
|                                     |                            |
| 4. This Financing Statement covers: |                            |

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premise hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefore, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floorcoverings, screens storm doors and windows, stoves, gas and electric ranges, refrigerators, freezers and freezing apparatus of every nature, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either by law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports,

1322  
2

plans, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and sales proceeds; and

(d) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral, including all leases now in force or hereafter entered into, all security deposits and advance rentals paid or to be paid.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies, provided that in the lease between the Debtor and any such tenant, the Tenant has the right to remove the items at or before the expiration of the term of the lease.

5. The aforesaid items are included as security to certain Assignments of even date given by the Debtor to the Secured Party named above, and recorded or intended to be recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement, and all replacement or substitute collateral.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the Owner, and which is known as 1495 Kingsway Court, Gambrills, Maryland 21054, more fully described on Exhibit A attached hereto.

DEBTOR:

SECURED PARTY:

Diversified Lending Services, Inc.

Charles M. Ball  
Charles M. Ball

Richard Krampf  
By: Richard Krampf, V.P.

Lynn K. Ball  
Lynn K. Ball  
LKB  
CMB

March 14, 1990  
Date

All that lot of ground situate in the Second Assessment District of Anne Arundel County and designated as Lot No. TWENTY-SIX (26), Hallmark Woods, Section 2, Plat 2, as shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book 63, folio 4. BEING PART OF the same property conveyed to the within-named Grantor, Brookfield Builders and Developers, Inc., a body corporate, by Deed from Hallmark Woods Joint Venture, dated May 25, 1977, and recorded among the Land Records of Anne Arundel County in Liber W.G.I. 2962, folio 538. SUBJECT to Restrictions recorded among the Land Records of Anne Arundel County in Liber W.G.I. 2870, folio 588 and Agreement as to Restrictions recorded as aforesaid in Liber W.G.I. 2871, folio 479, and Right of Ways, GW 55, folio 401 and 1187, folio 216.

ROBERT E. AMMONS, P.A.  
6305 Ivy Lane, Suite 415  
Greenbelt, Maryland 20770

553 PAGE 433

280366

## LANDLORD WAIVER

COUNTY OF Anne Arundel  
STATE OF Maryland

RECORD FEE 29.00  
POSTAGE CK .50  
H617340 0777 R03 T13:06  
03/23/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

WHEREAS, The Citizens and Southern National Bank (the "Lender") has or is about to enter into that certain Commercial Loan Agreement with SHORELINE PRODUCTS, INC. ("Borrower"), the Obligations of Borrower thereunder secured in part by the inventory, equipment and machinery of Borrower described on Exhibit "A" (the "Collateral") which is located at #1 Anchor Business Centre, a more particular legal description of which (if available) is attached hereto as Exhibit "B."

WHEREAS, the undersigned has an interest in the Premises as lessor;

NOW, THEREFORE, in consideration of the financial accommodations extended by the Lender to Borrower and for other good and valuable consideration, the undersigned agrees as follows:

(a) that the Collateral may be located, stored or installed in the Premises from time to time and shall not be deemed a fixture or part of the real estate but shall at all times be considered personal property;

(b) that the undersigned disclaims any interest in the Collateral and agrees to assert no claim to the Collateral while Borrower is indebted to Lender; that the undersigned recognizes and acknowledges that any claim or claims that Lender may have or may hereafter have or acquire against the Collateral is superior to any lien, claim, right, title or interest of any nature which the undersigned now has or may hereafter have to such Collateral by statute, agreement or otherwise; that each and every such lien, claim, right, title or interest which the undersigned now has, or may hereafter have or acquire, or otherwise, by statute, agreement, to claim, levy, seize, repossess, distrain or otherwise assert rights against the Collateral or to claim or assert title to the Collateral, on whatever grounds, is hereby waived and disclaimed; that the undersigned will not claim, levy, seize, distrain, repossess or otherwise assert rights against the Collateral at any time so long as any obligation is owing to Lender by Borrower including, but not limited to obligation of Borrower under conditional sales contracts, loan agreements, transactions or otherwise.

24.8

BOOK 553 PAGE 434

(c) that Lender or its representatives may enter upon the Premises at any time to inspect or remove the Collateral, and may advertise and conduct a public auction or private sale thereon;

(d) that, at the option of the Lender, said Collateral may remain upon (without being deemed to be taking possession of) said Premises without charge for a period of fifteen days after the receipt by the Lender of written notice by the undersigned directing removal; the Lender may, subsequent to the fifteen day period, remain on said Premises at the rental provided under any lease covering the Premises then in effect to which Borrower is party (or, if no such lease is then in effect, at a rental to be agreed upon by the Lender and the undersigned), prorated on a per diem basis to be determined on a thirty-day month, without incurring any other obligations of Borrower; provided, however, that the Lender shall pay the cost of utilities and its pro rata share of taxes during the occupation of the Premises by the Lender after such fifteen-day period; and

(e) that the undersigned will give notice to the Lender within five days of any default by Debtor of any of the provisions of any lease covering the Premises to:

The Citizens and Southern National Bank  
Commercial Finance Department  
5 Northeast North  
2059 Northlake Parkway  
Tucker, Georgia 30084  
Attn: Robert B. H. Moore

Upon receipt of said notice, the Lender shall thereupon have at least ten days to cure said default.

(f) that Lender may, without affecting the validity of this Agreement, extend the amounts, times or manner of payment of any obligation of Borrower to Lender or otherwise amend, modify, supplement, or waive any of the terms and condition of any agreement respecting same, all without the consent of the undersigned and without giving notice thereof to the undersigned.

This waiver is binding upon the undersigned and the heirs, personal representatives, successors and assigns of the undersigned and inures to the benefit of the Lender and the successors and assigns of the Lender, and may be assigned by Lender without the consent of the undersigned.

g) This waiver runs concurrently with the lease with Shoreland Distributors, Inc. and is not in effect in the absence of a signed lease agreement not terminated by either party.

BOOK 553 PAGE 435

IN WITNESS WHEREOF, the undersigned has executed and sealed,  
or caused this Agreement to be executed under seal by its duly  
authorized officer and its seal to be affixed thereto, this  
14th day of March, 1990.

WITNESS

LANDLORD:

William S. Mogen

By: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

WITNESS

William S. Mogen (SEAL)  
LANDLORD ((individual))

"Original Document"

## EXHIBIT "A"

553 PAGE 436

## DESCRIPTION OF COLLATERAL

The Collateral consists of all right, title and interest of SHORELINE PRODUCTS, INC., and its successors and assigns ("Debtor") in and to the following, whether now owned or existing or hereafter acquired or arising and wherever located:

All rights of the Debtor, whether secured or unsecured, to payment of money or other forms of consideration of any kind, for goods sold or leased, or to be sold or to be leased, or for services rendered or to be rendered, however evidenced or incurred, including, without limitation, all accounts, instruments, letters of credit naming the Debtor as beneficiary, contract rights, chattel paper, general intangibles, documents, notes, drafts, acceptances, and all other debts, obligations and liabilities in whatever form from any person, all causes of action with respect to any of the foregoing, all of Debtor's rights to goods representing any of the foregoing, including returned or repossessed goods, all of Debtor's rights as an unpaid vendor or lienor under Article 2 of the Uniform Commercial Code including, without limitation, stoppage in transit, replevin and reclamation, and any and all claims under guaranties, security interests or other security held by or granted to the Debtor to secure the payment of any of the foregoing (referred to and defined collectively as the "Accounts Receivable Collateral");

All inventory of the Debtor, including, without limitation, all goods, merchandise and other personal property, whether or not in transit, which is, or may at any time be leased or furnished, held for sale or lease, furnished or to be furnished under any contract of service, goods held for display or demonstration, goods on lease or consignment, returned and repossessed goods, raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of goods or otherwise used or consumed in Debtor's business, or which contribute to finished products, or to the sale, promotion or shipment thereof, work-in-process, finished goods, component materials, incidentals, office supplies, whether manufactured or purchased from other manufacturers, all such property the sale of which gives rise to Accounts Receivable Collateral, together with all documents, documents of title, dock warrants, dock receipts, warehouse receipts, bills of lading or orders for the delivery of all, or any portion, of the foregoing and all rights of Debtor as an unpaid vendor or lienor under Article 2 of the Uniform Commercial Code including, without limitation, stoppage in transit, replevin and reclamation (referred to and defined collectively as the "Inventory Collateral");

All machinery, apparatus, furniture, fixtures, fittings, equipment, motor vehicles and other tangible personal property (other than inventory) of every kind and description, used in the business operations of the Debtor or in which the Debtor has an interest, and all parts, accessories and special tools and all increases and

↓ additions thereto (referred to and defined collectively as the "Equipment Collateral");  
Excludes electric hoist, trolley, framework and all wiring *WSU*

All general intangibles of Debtor, whether now existing or hereafter acquired or arising, including, without limitation, all permits, licenses, tax refunds, tax refund claims, patents, trademarks, tradenames, goodwill, copyrights, royalties, service marks, proprietary rights, all blueprints, drawings, designs, trade secrets, plans, diagrams, schematics and assembly and display materials relating thereto and all customer lists (referred to and defined as the "Intangibles Collateral");

All property of Debtor on deposit with, and all other property of Debtor, at any time, to Debtor's credit or in the possession of The Citizens and Southern National Bank ("Lender") or in its possession now or hereafter, by way of pledge, lockbox or other collection arrangements or otherwise, or upon or in which The Citizens and Southern National Bank shall have a lien or security interest, including all balances, credits, deposits (general or special, time or demand, provisional or final, savings or passbook), accounts, instruments, certificates of deposit, items, monies, any check, all checks, drafts and other items now or hereafter deposited by Debtor in or with Lender for collection, any other indebtedness at any time owing by Lender to or for the credit or the account of Debtor, or any other property of every kind and description now or hereafter in the possession or control of or otherwise with Lender for any reason, including all dividends and distributions on or other rights in connection therewith (referred to and defined collectively as the "Deposit Accounts Collateral");

All accessions to, substitutions for, replacements, products, issues and proceeds in whatever form (including, without limitation, cash, deposit accounts, general intangibles, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, rents, profits accounts, income, revenue and proceeds payable under, or unearned premiums with respect to policies of insurance, and claims to any items of Collateral, claims of Debtor against third parties for losses of, damage to or destruction of any or all of the Collateral), of and from any and all of the foregoing, whatever is received upon the sale, exchange, collection or other disposition of the foregoing or proceeds of the foregoing (including, without limitation, all accounts, instruments, documents, chattel paper, general intangibles, inventory and equipment acquired with cash proceeds of any of the foregoing), goods (trade-ins), and all documents, documents of title, policies and certificates of insurance, securities, writings, leases, books, files, records, correspondence, computer tapes, programs, ledger books and ledger sheets arising from or related to any of the foregoing.

EXHIBIT "B"  
DESCRIPTION OF REAL PROPERTY

Leased Warehouse 35'x50' at #1 Anchor Business Centre  
Deale, MD 20751

On Rte. 256, Anne Arundel County, MD

Storage in 10,000 sq. ft.fenced lot on premises

TOTAL P.09

BOOK 553 PAGE 439

## INDIVIDUAL ACKNOWLEDGEMENT

On this 14<sup>th</sup> day of March, 1990,  
William S. Magenau personally known to me appeared before me.  
After being duly sworn, he said that the above signature on this  
Landlord Waiver is his (hers) and (s)he signed said Landlord Waiver  
in the capacity indicated above and acknowledged such Landlord  
Waiver to be his(her) free act and deed.

Virginia A. Duff  
Notary Public

My Commission Expires: July 1, 1990

BOOK 553 PAGE 439

INDIVIDUAL ACKNOWLEDGEMENT

On this 14<sup>th</sup> day of March, 1990,  
William S. Magenau personally known to me appeared before me.  
After being duly sworn, he said that the above signature on this  
Landlord Waiver is his (hers) and (s)he signed said Landlord Waiver  
in the capacity indicated above and acknowledged such Landlord  
Waiver to be his(her) free act and deed.

Virginia A. Duff  
Notary Public

My Commission Expires: July 1, 1990

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Interactive Financial Services Inc. 7484 Candlewood Road Hanover, MD 21076	2. Secured Party(ies) and address(es) VENDOR FUNDING CO., INC. 3333 NEW HYDE PARK ROAD NEW HYDE PARK, NY 11042	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. 267670 # 276008  
Filed with COUNTY ANNAPOLIS Date Filed 1-11-89 1989

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7. ☒ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9. ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
10.

RECORD FEE  
POSTAGE  
10.00  
VPR  
50  
H. ERLE SCHAFER  
CLERK  
COURT  
VGG

ASSIGNED TO: CONNECTICUT NATIONAL BANK  
777 MAIN STREET AS TRUSTEE  
HARTFORD, CT 06115

No. of additional Sheets presented:

By: [Signature] VENDOR FUNDING CO., INC.  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)  
By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

280367

553 PAGE 441

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) GJW of Crofton, Inc. 2431 Crofton Lane Crofton, Maryland 21114	2. Secured Party(ies) and address(es) First American Bank, N.A. 740 15th St. NW Washington, D.C. 20005	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: All fixed assets, inventory, equipment, accounts receivable, contract rights, chattel paper and general intangibles and all proceeds thereof, whether now owned or hereinafter acquired. Also the assignment of keyman life insurance policy # 36018 issued by First Penn-Pacific Life Insurance Company upon the life of Glenn J. Wolf, and the assignment of the lease at 2431 Crofton Lane, Crofton, MD 21114, between MacQuillen and Associates and Olympic Imported Parts Corp. and GJW of Crofton, Inc. Taxable principal of \$100,657.00		5. Assignee(s) of Secured Party and Address(es) H. ERLE SCHAFER 03/23/70
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with: Filed with the Circuit Court Clerk of Anne Arundel County		
GJW of Crofton, Inc. By: <u>Glenn J. Wolf</u> President Glenn J. Wolf, President		First American Bank, N.A. By: <u>Diane M. Zavitz</u> Diane M. Zavitz, Vice President
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-1. 11/70 150

280368

EX 553 442

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Mastercraft Interiors, Inc. 6800 Distribution Drive Beltsville, MD 20705	2. Secured Party(ies) and address(es) First American Bank, N.A. 740 15th Street, N.W. Washington, D.C. 20005	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	---	--

4. This financing statement covers the following types (or items) of property:  
First security interest in inventory and accounts receivable and fixed assets now owned or hereafter acquired, and all proceeds therefrom; assignment of leases, as described in Attachment I; assignment of stock of Mastercraft Interiors, Inc., Kimels of Fairfax, Inc., Kimels of Rockville, Inc.

5. Assignee(s) of Secured Party and Address(es):

NOT SUBJECT TO TAX. PAID TO STATE.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)  
☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Circuit Court of Anne Arundel County

By: D. Gomez  
Douglas G. Gomez, President  
~~Danny XXXX Gomez XXX Executive Vice President~~  
Signature(s) of Debtor(s)

By: Linda A. Nicol  
Linda A. Nicol, Assistant Vice President  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-1.

RECORD FEE 11.00  
#617570 0777 003 113:08  
CK 03/23/90  
H. ERLE SCHAFER  
Circuit Court

MASTERCRAFT INTERIORS, INC.

FACILITY LEASES

1. Alexandria

Lease Agreement dated April 13, 1983 by and between Westminster Investing Corporation (Landlord) and Mastercraft Interiors, Inc., (Tenant).

Description of Property

Approximately 87,191 square foot parcel of land located at 615 North Washington Street, Alexandria, Virginia, together with a three (3) story building thereon containing approximately 41,500 square feet and parking areas appurtenant to the Building.

2. Rockville

Lease Agreement dated April 1983 by and between Metropolitan Federal Savings and Loan Association of Bethesda as sublessor and Mastercraft Interiors, Inc. as sublessee.

Description of Property

Approximately 15,000 square foot freestanding building on the site known as the Ritchie Center located on Rockville Pike, Rockville, Montgomery County, Maryland.

3. MCBI

Lease Agreement dated September 4, 1987 by and between Luther A. Gilliam, Trustee (Lessor) and Mastercraft Interiors, Inc. (Lessee).

Description of Property

Commercial premises situate, lying and being in the City of Alexandria, Virginia, and hereby known and designated as 807-09 South Washington Street, second floor 801-803-805 South Washington Street, and the back half of the warehouse 806 South Columbus Street. Lessee shall have right to use the parking lot adjacent to the premises for its customers. This use shall be in common with other contiguous tenants of the Lessor, on a first come first serve basis.

4. Annapolis

Lease Agreement dated October 1, 1979 by and between Laurance A. and Margaret B. Leonard (Lessor) and Mastercraft Interiors, Inc. (Lessee).

Description of Property

Property known as 1405 Forest Drive, in the city of Annapolis, Maryland, together with all the improvements thereon, parking area, driveway, and entrance.

5. Warehouse and Corporate Headquarters

Lease Agreement dated October 2, 1985 by and between Nazario Brothers Corporation (Lessor) and Mastercraft Interiors, Inc. (Lessee).

Description of Property

Premises being part of a multi-tenant warehouse complex zoned Heavy Industrial (I-2) and situate on Parcel 11 in the "Muirkirk Industrial Center" subdivision in Prince Georges County, Maryland commonly referred to as 6800 and 6700B Distribution Drive. The Premises include warehouse floor area with included office space and the right to use in common with other tenants the paved drive and parking area abutting the building.

Lease Agreements listed above may be construed to include any and all subsequent addenda to those leases.

\$12.00

280369

BOOK 553 PAGE 445

FINANCING STATEMENT FORM UCC-1 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (1) Name Robert J. Blanchfield T/A Blanchfield Nursery  
Address 478 Jumpers Hole Rd. Severna Park, MD 21146

2. SECURED PARTY Name Diversified Leasing, Inc.  
Address 133 Defense Hwy. Ste. 106 Annapolis, MD 21401

RECORD FEE 12.00  
POSTAGE .50  
#017030 0777 1003 713:19  
03/23/90  
H. ENL SCHAFER  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) [REDACTED]

One (1)	Seagate #4096, 80 MB Hard Drive
One (1)	Suntek 8 Port Active Hub, Five (5) Arcnet Cards
Two (2)	Cardinal 2400 Baud Modems
One (1)	Novell ELS Level 2 Version 2.15 Netware
One (1)	American Power Conversion Uninterruptible Power Supply #520ES
One (1)	Colorado Tape Systems 40-60 MB Tape Backup System
Three (3)	AT IBM Compat. Terminals w/ Amber Mono Screens, 1MB RAM, 3.5 floppy drive and keyboard
One (1)	XT IBM Compat. Terminal w/ 12" amber screen, 640K RAM

1990 FEB -2 P 9:25

6773

CHECK ☒ THE LINES WHICH APPLY

- ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)
- ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- NOT SUBJECT TO RECORDATION TAX.  
PURSUANT TO SECTION 12-108 (K) (4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.
- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

[Signature]  
(Signature of Debtor)  
Robert J. Blanchfield  
Type or Print Above Signature on Above Line  
  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Thomas S. Myers Treasurer  
(Signature of Secured Party)  
Thomas E. Myers  
Type or Print Above Name on Above Line

17.8

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE☐ (check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 254983 recorded in Liber 480, Folio 552 on 12-14-84 at Anne Arundel County

Date Location

1. DEBTOR(S): <u>Church Circle Realty</u>	
ADDRESS(ES): <u>3 Church Circle</u>	
<u>Annapolis, Maryland 21401</u>	
2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: <u>AARU</u>	
ADDRESS: MAILSTOP: <u>500-270</u> ; Post Office Box 987, Baltimore, Maryland 21203	
Person and Address to whom Statement is to be returned (if different from above):	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.	RECORD FEE 1.00 POSTAGE .50
4. <input checked="" type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.	RECORD FEE 9.00 POSTAGE .50
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.	07/17/03 11:31:19 03/23/90 J. P. CLARK J. P. CLARK J. P. CLARK
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:	
a. <input type="checkbox"/> Not subject to Recordation Tax.	
b. <input type="checkbox"/> Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.	
7. <input type="checkbox"/> RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.	
8.	

DEBTOR(S): \_\_\_\_\_  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY Claude M. Patrick (SEAL)  
Claude M. Patrick  
Commercial Services Officer  
 (Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Mail To:  
 Maryland National Bank  
 Attn: AARU  
 1713 West Street  
 Annapolis, Maryland 21403

BOOK 553 PAGE 447

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 246387 recorded in Liber 459, Folio 347 on 3-2-1983 at Anne Arundel County  
Date Location

1. DEBTOR(S): Financial Information Management Services, Inc.

ADDRESS(ES): 2411 Crofton Lane S-13A

Crofton, Maryland 21114

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: AARU

ADDRESS: MAILSTOP: 500-270; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☒ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☐ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
- a. ☐ Not subject to Recordation Tax.
- b. ☐ Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

DEBTOR(S): \_\_\_\_\_  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: C. Claude M. Patrick (SEAL)

Claude M. Patrick

Commercial Services Officer

(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Mail To:  
Maryland National Bank  
Attn: AARU  
1713 West Street  
Annapolis, Maryland 21403

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

☐ (check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 259378 recorded in Liber 492.  
Folio 108 on 11-26-1985 at Anne Arundel County  
Date Location

1. DEBTOR(S): <u>Jerome D. Buxbaum D.D.S., P.A.</u>	
ADDRESS(ES): <u>7845 Oakwood Road/Suite 202</u>	
<u>Glen Burnie, Maryland 21061</u>	
2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: <u>AARU</u>	
ADDRESS: MAILSTOP: <u>500-270</u> ; Post Office Box 987, Baltimore, Maryland 21203	
Person and Address to whom Statement is to be returned (if different from above): _____	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.	
4. <input checked="" type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.	
5. <input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.	
6. <input type="checkbox"/> AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is: a. <input type="checkbox"/> Not subject to Recordation Tax. b. <input type="checkbox"/> Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.	
7. <input type="checkbox"/> RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.	
8. _____	

RECORD FEE 10.00  
POSTAGE .50  
#517830 CREDIT R03 113422  
03/23/90  
KIE SCHAFER  
COURT

DEBTOR(S): \_\_\_\_\_  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY Claude M. Patrick (SEAL)  
Claude M. Patrick  
Commercial Services Officer  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV 4/86

Mail To:  
Maryland National Bank  
Attn: AARU  
1713 West Street  
Annapolis, Maryland 21403

152

280454

553 PAGE 449

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): AERO, INC. B.W.I. PARK 8332 BRISTOL COURT JESSUP, MARYLAND 20794	2. Secured Party(ies) Name(s) and Address(es): HYUNDAI CORPORATION (USA) ONE BRIDGE PLAZA NORTH SUITE 600 FORT LEE, NEW JERSEY 07024	3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office
--	--	---

5. This Financing Statement covers the following types (or items) of property:  
ALL GOODS AND DOCUMENTS, FIXTURES AND FURNITURES, EQUIPMENTS, LEASE RIGHTS, NOW OWNED AND/OR HEREAFTER ACQUIRED, WHEREVER LOCATED INCLUDING BUT NOT LIMITED TO BILLS OF LADING, WAREHOUSE RECEIPTS, INVENTORIES, ACCOUNT RECEIVABLES AND THE PROCEEDS AND PRODUCTS AND ACCESSION TO ANY OF THE ABOVE.

6. Assignee(s) of Secured Party and Address(es):  
CK  
H. ERLE SCHAFER  
03/23/91

7. ☐ The described crops are growing or to be grown on: \*  
☐ The described goods are or are to be affixed to: \*  
☐ The lumber to be cut or minerals or the like (including oil and gas) is on: \*  
\*(Describe Real Estate Below)

8. Describe Real Estate Here: ☐ Products of the Collateral are also covered. ☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					

AERO, INC. (PRESIDENT: SAMUEL S. YOO) HYUNDAI CORPORATION (USA)

By Samuel S. Yoo Signature(s) of Debtor(s) By Philip Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical  
(5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

280455

553 PAGE 450

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) W. H. W. Inc 5481 Muddy Creek Rd Churchton, MD 20733	2. Secured Party(ies) and address(es) First American Bank N.A. 740 15th Street NW Washington, DC 20005 Consumer Loans	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #617510 0777 603 713:16 CK 03/23/90 H. FILE CHAFFER 5. Assignee(s) of Secured Party and Address(es) RR CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Financing a 1985 GMC Dump Truck Model Series J8C042, Color: Red Serial#: 1GDM8C1Y8FV619162		
NOT SUBJECT TO RECORDATION TAXES		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: [Signature]  
Daniel Wolf - Vice PresidentBy: [Signature]  
Elias E. Rizkallah - Credit Analyst

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

**UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

 Roll No. 520  
 ID No. 270735
Page No. 267

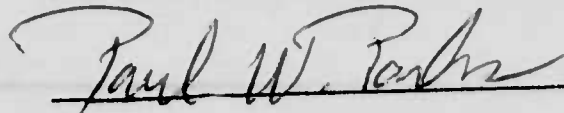

- William J. Wroten  
Jean L. Wroten  
**Name or Names - Print or Type**
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061  
**Address-Street No. City, State Zip**
2. Secured Party Mercantile Mortgage Corporation  
Mercantile-Safe Deposit and Trust Company  
**Name or Names - Print or Type**
- 200 East Redwood Street, Baltimore, Maryland 21201  
**Address-Street No. City, State Zip**
3. Maturity Date (if any) June 25, 1989
4. Check Applicable Statement:

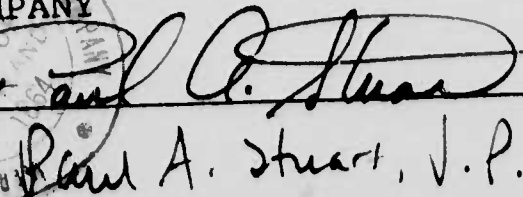
<b>A. Continuation.....</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.	<b>B. Partial Release.....</b> <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.
<b>C. Assignment.....</b> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other.....</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot Nos. 44, as shown on the Plats of "Merriweather", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, pages 10 and 11, SAVING AND EXCEPTING therefrom Lot No. 64, as shown on said Plats.

Dated: February 2, 1990

MERCANTILE MORTGAGE CORPORATION



 MERCANTILE-SAFE DEPOSIT AND TRUST  
 COMPANY


 Paul A. Stuart, J.P.

Please return to: Northco Title Corporation  
 P.O. Box 1330  
 Glen Burnie, Maryland 21061  
 (222-89)

1000

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

 Roll No. 522  
 ID No. 2714062
Page No. 370

1. Debtor(s) Frank J. Scott, Sr.  
 Name or Names - Print or Type  
305 E. Furnace Branch Road, Glen Burnie, MD 21061  
 Address-Street No. City, State Zip

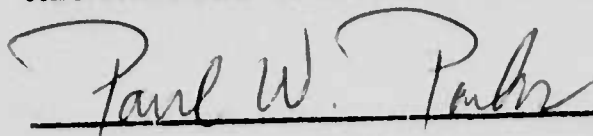
2. Secured Party Mercantile Mortgage Corporation  
Mercantile-Safe Deposit and Trust Company  
 Name or Names - Print or Type  
200 East Redwood Street, Baltimore, Maryland 21201  
 Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

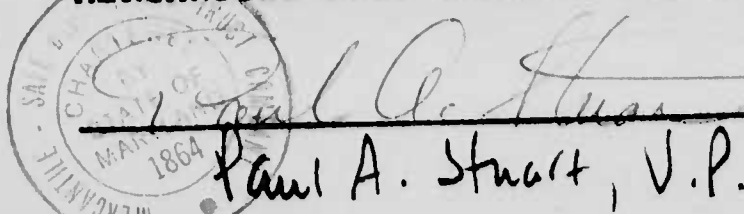
## 4. Check Applicable Statement:

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.
C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot(s) Numbered Twenty (20), as shown on the plats entitled "Amended Plats of Westwood Manor" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 109, pages 30 and 31.

Dated: 8/24/89 MERCANTILE MORTGAGE CORPORATION


MERCANTILE-SAFE DEPOSIT AND TRUST



Please return to: Northco Title Corporation  
 P.O. Box 1330  
 Glen Burnie, MD 21061  
 (114-89)

1003

BOOK 553 PAGE 453

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518  
ID No. \_\_\_\_\_

Page No. 582



RECORD FEE 10.00  
POSTAGE .50  
HTP1560 2037 R02 T12401  
03/26/90  
H. ENLE SCHAFER  
AA CO. CIRCUIT COURT

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 and 204 (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-42, pages 33 through 37, inclusive, Plats No. E-2083 through E-2087 inclusive.

Dated: January 12, 1990

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson  
Vice President

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(107-89/132-89)

10<sup>00</sup>  
30

BOOK 553 PAGE 454

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

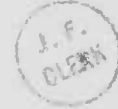
Roll/Liber No. 518  
ID No. \_\_\_\_\_

Page No. 582

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 10.00  
POSTAGE .50  
H221670 0237 BOX 112102  
03/26/90  
H. CYLE SCHAFER  
AA CO. CIRCUIT COURT



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 104 (Building 11) as shown on the Plats entitled "Phase 10, Building 11, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 9 through 13, inclusive, Plats No. E-2109 through E-2113 inclusive.

Dated: 1/19/90

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(233-89)

10<sup>00</sup>

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518  
ID No. \_\_\_\_\_

Page No. 582

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 10.00  
POSTAGE .50  
#701480/EST NO2 112102  
03/26/90  
J.F. CLERK  
H. ERLE SCHAFER  
AA 101 STREET COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 303 (Building 3) as shown on the Plats entitled "Phase 18, Building 3, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 19 through 23, inclusive, Plats No. E-2019 through E-2023, inclusive.

Dated: Feb. 5, 1990

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson  
Scott C. Nicholson  
Vice President

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(014-90)

1000  
1050

553 456

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518  
ID No. \_\_\_\_\_

Page No. 582

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910



RECORD FEE 10.00  
POSTAGE .30  
#721070 CMT R02 1121037  
03/26/90  
H. CHIEF SCHAFER  
AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 5) as shown on the Plats entitled "Phase 16, Building 5, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 16 through 20, inclusive, Plats No. E-2216 through E-2220, inclusive.

Dated: 2/27/90

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(175-89)

100  
1050

BOOK 553 PAGE 457

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518  
ID No. \_\_\_\_\_

Page No. 582

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061



RECORD FEE 10.00  
POSTAGE .00  
#721700 0237 R02 112403  
03/26/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 104 and 202 (Building 5) as shown on the Plats entitled "Phase 16, Building 5, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 16 through 20, inclusive, Plats No. E-2216 through E-2220, inclusive.

Dated: 2/27/90

FIRST AMERICAN BANK OF MARYLAND

By: 

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(207-89/217-89)

103

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518  
ID No. \_\_\_\_\_

Page No. 582

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 102 (Building 5) as shown on the Plats entitled "Phase 16, Building 5, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 16 through 20, inclusive, Plats No. E-2216 through E-2220, inclusive.

Dated: 2/27/90

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(201-89)

RECORD FEE 10.00  
POSTAGE .50  
REGISTERED (237) BOX 112103  
03/28/90  
H. ERLE SCHAFER  
AN ANNE ARUNDEL COUNTY



1000  
50

BOOK 553 PAGE 459  
UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518  
ID No. \_\_\_\_\_

Page No. 582

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061



RECORD FEE 10.00  
POSTAGE .50  
NOTED EAST AVE 11/21/90  
03/25/90  
H. ERLE SCHAFER  
MD CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 101 and 204 (Building 5) as shown on the Plats entitled "Phase 16, Building 5, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-45, pages 16 through 20, inclusive, Plats No. E-2216 through E-2220, inclusive.

Dated: 2/27/90

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(202-89/214-89)

10<sup>00</sup>  
33

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523

Page No. 506

ID No.

1. Debtor(s) Eagle Development Corporation  
Name or Names - Print or Type  
P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland  
Name or Names - Print or Type  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip
3. Maturity Date (if any) \_\_\_\_\_
4. Check Applicable Statement:

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.
C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot Nos. Lot 51 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: March 2, 1990

PROVIDENT BANK OF MARYLAND

Alex J. Haggard

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(253-89)

10-80

**UNIFORM COMMERCIAL CODE**  
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

 Roll No. HES 523  
 ID No. \_\_\_\_\_
Page No. 506

- Eagle Development Corporation  
 Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061  
 Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland  
 Name or Names - Print or Type  
114 E. Lexington Street, Baltimore, Maryland 21202  
 Address-Street No. City, State Zip
3. Maturity Date (if any) \_\_\_\_\_
4. Check Applicable Statement:

A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.	B. Partial Release..... <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.
C. Assignment..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.) <div style="text-align: right;">           RECORDED FEE 10.00            POSTAGE .50            #72150 0237 R02 112:06            03/26/90            H. ERNE SCHAFER            AA CO. CIRCUIT COURT         </div>

BEING KNOWN AND DESIGNATED as Lot Nos. 49 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: March 1, 1990

PROVIDENT BANK OF MARYLAND

Alex J. Huggenboom

Please return to: Northco Title Corp.  
 P.O. Box 1330  
 Glen Burnie, MD 21061  
 (231-89)

1000

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523  
ID No. \_\_\_\_\_Page No. 506

1. Debtor(s) Eagle Development Corporation  
Name or Names - Print or Type  
P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland  
Name or Names - Print or Type  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip
3. Maturity Date (if any) \_\_\_\_\_
4. Check Applicable Statement:

<p>A. Continuation..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release..... <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other..... <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECEIVED FEB 10 1990 POSTAGE .50 HT21750 UNIT BOX 112-07 03/25/90 H. ERLE SCHAFER AA CO. STREET COURT</p> <p>J.F. CLARK</p>

BEING KNOWN AND DESIGNATED as Lot Nos. LOT 27 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: February 2, 1990

PROVIDENT BANK OF MARYLAND

Alex J. Huggins

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
010-90

10-2

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523  
ID No. \_\_\_\_\_Page No. 506

- Eagle Development Corporation  
Name or Names - Print or Type
1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland  
Name or Names - Print or Type  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip
3. Maturity Date (if any) \_\_\_\_\_
4. Check Applicable Statement:

<p>A. Continuation.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.</p>	<p>B. Partial Release.....<input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: *See below.</p>
<p>C. Assignment.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other.....<input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>RECORD FEE 10.00 POSTAGE .50 MAY 27 1970 J. F. CLARK H. ERLE SCHAFER MD CO. CIRCUIT COURT</p>

BEING KNOWN AND DESIGNATED as Lot Nos. Lot 5 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: February 2, 1970

PROVIDENT BANK OF MARYLAND

[Signature]

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(008-90)

10 00  
53

280370

Debtor or Assignor Form

## FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal  
 Amount is \$ 17,000.00

☐ To be Recorded in Land Records (For Fixtures Only).Name of DebtorAddress

Allstate Alarm Systems Corp.

7625 Francis Rd.  
Glen Burnie, Md. 21061

## SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate  
list if necessary

1. This Financing Statement covers the following types (or items) of property  
(the collateral):

(3) IBM 286AT Computable Computers - Serial #'s 4808, 4809, 4810  
 (3) Samsung EGA Model CM4592 Monitors - Serial #'s 90101929, 90101950, 901012636  
 (2) Panasonic KXP1180 Printers - Serial #'s QJARP76235, QJARP73228  
 (2) Carbon Copy Modems - Serial #'s 559494, 559493  
 Plus all related Software, Equipment and Peripherals

2. The collateral property is affixed or to be affixed to or is or is to be crops on the  
following real estate:

3. ☐ Proceeds } of the collateral are also specifically covered.  
☐ Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the  
address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Allstate Alarm Systems Corp.

FARMERS NATIONAL  
BANK OF MARYLAND

By:

Mark Baumgardner

By:

Nelda M. Baumgardner

BY

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
 5 CHURCH CIRCLE  
 ANNAPOLIS, MARYLAND 21401

H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT  
 RECORD FEE 12.00  
 RECORD TAX 119.00  
 POSTAGE CK .50  
 #000020 0055 R01 T12:22  
 03/26/90  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

117  
 10  
 1.50  
 120.50

1200  
 119.00

To Be Recorded In The Financing  
Statement Records of Anne Arundel  
County, Maryland And Among The  
Financing Statement Records of  
The State Department of  
Assessments and Taxation

NOT SUBJECT TO  
RECORDATION TAX

553 465

FINANCING STATEMENT

1. Debtor: Paul M. Pearson **280371**  
7A Spa Creek Landing  
Annapolis, Maryland 21402
2. Secured Party: Jose Salaverri  
c/o Mealeys  
New Market, Maryland  
  
Gonzalo Fernandez  
c/o Northwood's  
Melvin Street  
Annapolis, Maryland 21401
3. The Debtor grants a security interest in and to, and this  
Financing Statement covers the following:
  - a. All of the Debtor's right, title and interest in and to  
Debtor's limited partnership interest, as now or  
hereafter constituted, in Bachelor's Purchase Limited  
Partnership, a Maryland limited partnership, including,  
without limitation, all distributions of cash or  
property arising therefrom (directly or indirectly) and  
all benefits, rights, contract rights and accounts now  
existing or hereafter arising therefrom.
  - b. The proceeds (including insurance proceeds) and  
products of the collateral are secured hereby, as are  
future advances and after acquired property.

SECURED PARTY:

DEBTOR:

Jose Salaverri (SEAL)  
Jose Salaverri

Paul M. Pearson (SEAL)  
Paul M. Pearson

Gonzalo Fernandez (SEAL)  
Gonzalo Fernandez

Date: March 22, 1990

TO FILING OFFICER:

After this Statement has been recorded,  
please return to:

Stephen F. Fruin  
WHITEFORD, TAYLOR & PRESTON  
Suite 1400  
Seven Saint Paul Street  
Baltimore, Maryland 21202

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
RECORD FEE 11.00  
POSTAGE CK .50

#500040 0055 PM 113:09  
03/24/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

FS

553 466

280372

To be recorded among  
Land Records of  
Anne Arundel County  
in Financing Statement  
Records of Anne Arundel  
with State Department  
of Assessments and Taxation

Not subject to recordation tax:  
Principal amount is \$2,475,000

The appropriate amount of documentary stamps, if any, are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor(s):

HANOVER/RIDGE ASSOCIATES LIMITED PARTNERSHIP  
1225 Eye Street, N.W., Suite 900  
Washington, D.C. 20005

2. Secured Party:

TBC MARYLAND INDUSTRIAL GROUP TRUST I  
c/o Bank of New York (Delaware), Trustee  
1105 North Market Street  
Wilmington, Delaware 19801

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All of the property described on Exhibit B and located on or related to the real estate described on Exhibit A, both Exhibits A and B being attached hereto and made a part hereof. Debtor is record owner of the real estate described on Exhibit A.

4. Proceeds of collateral are covered.

27<sup>02</sup>

553 467

5. Products of collateral are covered.

DEBTOR:

HANOVER/RIDGE ASSOCIATES LIMITED  
PARTNERSHIP

By: SVATOS RIDGE LIMITED PARTNERSHIP,  
General Partner

By: SVATOS DEVELOPMENT RIDGE, INC.,  
General Partner

By: Joseph I. Iurato  
Its (Vice) President

TO THE FILING OFFICER: After this statement has been recorded  
please mail the same to:

Name and Address: Sullivan & Worcester  
One Post Office Square  
Boston, Massachusetts 02109  
Attn: Alexander A. Notopoulos, Jr., Esq.

EXHIBIT A

Legal Description

See attached copies.

EXHIBIT A

DESCRIPTION

Property of the Johnson Family Partnership  
Fifth Assessment District, Anne Arundel County, Maryland

Beginning for the same at a rebar now set with a Corp. 41 cap, adjacent to an iron pipe found and held at south edge, in the north edge of a 12 foot wide private gravel road distant North 77° 13' 35" East, 161.47 feet from the beginning of said line, said point being a rebar found and held, thence running with a portion of said line and binding on the north edge of the aforementioned private road, with bearings translated into the Maryland State Plane Coordinate System, 1) North 77° 13' 35" East 457.66' to rebar now set, thence departing said private road and running 2) North 13° 35' 17" West 911.48' to a 3/4" iron pipe found along the northern outline of the whole tract, said point also a point binding on a segment of the southerly edge of 40' use in common right of way, thence running with said lines 3) South 57° 40' 57" West 466.35' to an iron pipe found, thence departing said northern outline and running, thence 4) South 13° 34' 24" East 996.12' to the place of beginning, encompassing 436,358 square feet or 10.017 acres.

Being the same parcel of land which by deed dated October 18, 1971 and recorded among the land records of Anne Arundel County, Maryland in Liber 2448, Folio 494 was granted and conveyed unto Sanmar-Garway, Inc. and also being the same parcel of ground which by deed dated June 29, 1979, and recorded in the aforesaid land records in Liber 3222, Folio 171 was granted and conveyed by Sanmar-Garway, Inc. unto The Johnson Family Partnership, grantors herein.

EXHIBIT BDescription of Personal Property

1. All fixtures, machinery, equipment and other personal property of every kind, description and nature whatsoever, now or hereafter located in or upon or affixed to the real estate described in Exhibit A attached hereto (the "Premises") or the improvements now or hereafter located thereon (the "Improvements"), or any part thereof, or now or hereafter used or to be used in connection with any present or future operation thereof or construction thereon, and now owned or hereafter acquired by Debtor, or in which Debtor may now or hereafter have any interest, whether physically attached to the Improvements or not, to which a security interest may attach under the Uniform Commercial Code, including, without in any way limiting the generality of the foregoing: any and all (a) heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications and power equipment and apparatus; (b) gas, water and electrical equipment and apparatus; and (c) elevators, escalators, switchboards, engines, motors, tanks, pumps, partitions, tools, conduits, ducts and compressors, together with any renewals, replacements or additions of or to any of the above or substitutions therefor;

2. All leases (which term, as used herein, shall include all occupancy agreements, licenses, concession agreements and all other agreements or tenancies, however denominated, affecting the occupancy of the Premises or the Improvements, or any portion thereof) now or hereafter affecting or pertaining to the Premises or the Improvements and the business operations conducted thereon, together with all of the rents, issues, benefits and profits of the Premises and the Improvements;

3. All of the records and books of account now or hereafter maintained by Debtor in connection with the operation of the Premises and the Improvements;

4. The right to take and use any name under which the Premises and the Improvements are then being operated (alone or in any variation thereof or in combination with other words), together with the goodwill of Debtor in connection therewith;

5. All proceeds paid for any damage or loss to the Premises or the Improvements, or any part thereof, and all awards, including interest, in connection with any condemnation or other taking of the Premises or the Improvements, or any part thereof, or for conveyance in lieu thereof, and all other moneys which may from time to time become subject to a lien in favor of Secured Party, whether by conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, or otherwise;

6. All accounts, contract rights and general intangibles covering or relating to any or all of the foregoing property, the Premises or the Improvements, whether now in existence or hereafter arising;

7. All construction, architectural and other contracts and agreements heretofore or hereafter entered into or assumed by Debtor with respect to development, construction, ownership, operation and management of the Premises and the Improvements, or any portion thereof, and all rights, privileges and appurtenances now or hereafter in any way belonging or pertaining thereto;

8. All licenses, permits and approvals from time to time secured by Debtor with respect to all or any portion of the Premises and the Improvements, and including, without limitation, all water, sewer connection, building, access and curb cut permits;

9. All plans or specifications relating to the Premises and the Improvements, or any portion thereof;

10. All warranties or representations made by the various parties to the contracts and agreements referred to in paragraph 7 above, whether or not contained in such contracts or agreements;

11. All and any labor, materials and/or performance bonds running in favor of Debtor and relating to the Premises and the Improvements, or any portion thereof; and

12. All replacements, substitutions and additions of or to any or all of the foregoing.

The security interest hereunder shall attach as soon as the Debtor obtains any interests in any of the above-described property, irrespective of whether such above-described property thereafter becomes a fixture or is installed or affixed to other above-described property.

Notice is hereby given that Debtor, at its or his sole cost and expense, shall file, from time to time, Continuation Statements and such other instruments as will continue the effectiveness of the filing of this Financing Statement.

280373

12-13-89

RECORDED

LIBER 4991 PAGE 839

1339b

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF  
ANNE ARUNDEL COUNTY

FINANCING STATEMENT

553 472

This Financing Statement is presented to a filing officer pursuant to the Maryland Uniform Commercial Code.

1. Name and Address of Debtor: CBC ASSOCIATES JOINT VENTURE  
Route 1, Box 398  
Billingsley Road  
White Plains, Maryland 20695
2. Name and Address of Secured Party: EQUITABLE BANK, NATIONAL  
ASSOCIATION  
100 South Charles Street  
Baltimore, Maryland 21201-2791  
Attention: R. Alan Butler

3. This Financing Statement covers all of the following property:

(a) All of the Debtor's right, title, and interest in and to any and all property deemed by applicable law to be a fixture now or hereafter located upon the Premises described in paragraph 6 hereof (the "Premises"), and (i) all machinery, equipment, and other personal property of every kind and nature both now or hereafter located in or on, or used, or intended to be used, in connection with the ownership or operation of the Premises or buildings and structures located thereon, and all cash and non-cash proceeds thereof (excluding such personal property owned by any tenant or tenants occupying all or any part of the Premises or buildings or structures located thereon and any personal property of the Debtor which is inventory or consumer goods as such terms are defined by the Maryland Uniform Commercial Code), and (ii) any and all alterations, additions and accessions to such property, and all substitutions therefor and replacements thereof.

(b) All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of any taking of the Premises or any part thereof under the power of eminent domain, either temporarily or permanently.

INSTRUMENT BEING RERECORDED TO CORRECT CLERICAL ERROR.

H. ERLE SCHAFER, CLERK

per PA D. Sedell Deputy

CK

1990 MAR 27 PM 12:13

H. ERLE SCHAFER  
CLERK

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Premises or any portion thereof.

(d) All of the Debtor's right, title and interest to all of the rents, royalties, issues, profits, revenues, income and other benefits of the Premises, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Premises, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

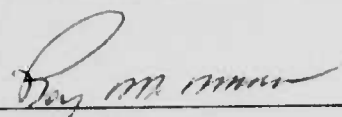
4. This Financing Statement also covers all of the proceeds of the items of property described herein.

5. The aforesaid items are included as security in a certain Deed of Trust (the "Deed of Trust") dated December \_\_, 1989 given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

6. The collateral hereinabove described, or the interest of the Debtor therein, affects, is affixed to or appurtenant to, or will affect be affixed to or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein, and more particularly described in the Deed of Trust hereinabove referenced.

Debtor:

CBC ASSOCIATES JOINT VENTURE

By:  (SEAL)  
Roy M. Morauer

12-13-89

LIBEF 4991 PAGE 841

1339b

By: Robert H. Diehl (SEAL)  
Robert H. Diehl

BOOK 553 PAGE 474

By: Lawrence A. Brooks (SEAL)  
Lawrence A. Brooks

By: John Richardson (SEAL)  
John Richardson

By: Francis E. Gardiner, Jr. (SEAL)  
Francis E. Gardiner, Jr.

To the Filing Officer: After this Statement has been recorded, please mail the same to Natalie A. Klaum, Legal Assistant, Frank, Bernstein, Conaway & Goldman, 300 E. Lombard Street, Baltimore, Maryland 21202.

101170732  
December 18, 1989

EXHIBIT "A"

LIBER 4991 PAGE 842  
BOOK 553 PAGE 475

**DESCRIPTION OF 4.2231 ACRES ± RESIDUE LOT  
RESUBDIVISION OF LOT 1, PLAT ONE  
PRIEST BRIDGE BUSINESS PARK  
2ND DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND**

**BEGINNING** at a P.K. Nail Set on the west side of Priest Bridge Drive, having an 80 foot right-of-way, as described in a deed dated September 20, 1979 and recorded in the Land Records of Anne Arundel County, Maryland, in Book 3244 at Page 855, and said point also being on the dividing line between Lease "A" and the Residue Lot as recorded on a plat in the Land Records of Anne Arundel County, Maryland, in Book 3431 at Page 101, thence running reversly with the three (3) following dividing lines between the aforesaid Residue Lot and Lease "A":

1. **South 70° 01' 40" West 43.00 feet** to a P.K. Nail Set, thence
2. **South 86° 01' 25" West 213.00 feet** to a P.K. Nail Set, thence along the plat line as now surveyed:

3. **South 03° 58' 35" East 35.20 feet** to a P.K. Nail Set, said distance is erroneously platted as 37.0 feet, which is a common corner between Lease "A", Lease "B", and the Residue, as recorded in the aforesaid mentioned plat, (3431/101) said point also being further located North 03° 58' 35" West, 145.50 feet along the common plat line of Lease "A" and "B" from the north right-of-way line of Espey Court, thence leaving Lease "A" and running with the dividing line between the Residue Lot and Lease "B" along the plat line as now surveyed:

4. **South 86° 01' 25" West 238.23 feet** to a iron pipe set, said distance is erroneously platted as 238.77 feet; said point being the common corner of Lease "B", Residue, and a point on Priest Bridge Business Park as recorded in Anne Arundel County, Maryland on a plat in Book 3233 Page 1; thence leaving Lease "B" and running with the remaining lot lines of the Residue the following five (5) courses:

Annapolis • Centreville • Chestertown • Denton • Easton • Elkton • La Plata • Leonardtown • Prince Frederick

5. North  $03^{\circ} 58' 35''$  West 224.54 feet to a point, thence
6. North  $03^{\circ} 58' 35''$  West 204.94 feet to a iron pipe set passing over a pipeset at the end of 8.00 feet from the beginning of this line, thence
7. North  $01^{\circ} 18' 45''$  West 24.81 feet to a iron pipe set, thence
8. South  $76^{\circ} 13' 15''$  East 101.26 feet to a iron pipe found, thence
9. South  $85^{\circ} 57' 15''$  East 381.51 feet to an iron pipe set in the western right-of-way of the aforesaid 80 foot right-of-way, passing over a pipe found in a stream at the end of 91.31 feet from the beginning of this line, thence running with the aforesaid 80 foot right-of-way
10. South  $04^{\circ} 06' 30''$  West 69.17 feet to a pipe set to a point of curve; thence running,
11. 213.86 feet along the arc of a curve to the left having a radius of 508.84 feet with a chord bearing and distance of South  $07^{\circ} 55' 55''$  East 212.29 feet to a iron pipe set to a point of tangency; thence running,
12. South  $19^{\circ} 58' 20''$  East 44.56 feet to the point of beginning; containing an area as now computed of 182,370 square feet or 4.1866 acres, more or less, in the datum of the aforesaid resubdivision plat by McCrone, Inc.

BEING and intended to be all of the Residue Lot as shown on the resubdivision plat of "Resubdivision of Lot-1 , Plat One, Priest Bridge Business Park" as recorded in the Land Records of Anne Arundel County, Maryland, in Book 3431 at Page 101 and also being part of the land conveyed by Francis E. Gardiner, Jr. and Francis E. Gardiner, Sr to C.B.C. Associates Joint Venture by deed dated September 20, 1979 and recorded in the aforesaid Land Records in Book 3244 at Page 855.

Mail to Equitable Bank, N.A.

TO BE FILED WITH  
ANNE ARUNDEL COUNTY  
RECORDATION TAX PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

280374

BOOK 553 PAGE 477

FINANCING STATEMENT

1. Name & Address of Debtor: RCS DEVELOPMENTS, INC.  
2126 Renard Court  
Annapolis, Maryland 21401
2. Name & Address of Secured Party: 5 H ASSOCIATES LIMITED PARTNERSHIP  
P.O. BOX 1506  
Annapolis, Maryland 21404
3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at Lots 5, 25 and 28, Forest Glen, Annapolis, Maryland 21403, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon Lots 5, 25 and 28, Forest Glen, Annapolis, Maryland 21403, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

RCS DEVELOPMENTS, INC.

By: Robert C. Sholar  
Robert C. Sholar, President

Secured Party:

5 H ASSOCIATES LIMITED PARTNERSHIP

By: [Signature]

RECORD FEE 11.00  
POSTAGE .50  
#722190 0237 R02 11:50  
CK 03/26/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1100

BOOK 553 PAGE 478

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 280375

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recorda-  
tion tax indicate amount of taxable debt here. \$ 9,292.00If this statement is to be recorded  
in land records check here. ☐This financing statement Dated 3/2/90 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

## 1. DEBTOR

Name ENCORE INTERNATIONAL, INC.

Address 2555 TELEGRAPH ROAD, BLOOMFIELD HILLS, MI 48013

## 2. SECURED PARTY

Name THE CIT GROUP/EQUIPMENT FINANCING, INC.

Address 600 PARK PLAZA, CLEVELAND, OH 44114

RECORD FEE 17.00  
POSTAGE .05  
POSTAGE CK .45

Person And Address To Whom Statement Is To Be Returned If Different From Above

28030 0777 R03 T15:26  
03/26/90

3. Maturity date of obligation (if any) 2/94

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT: SEE ATTACHED  
EQUIPMENT LOC.: SEE ATTACHED

Name and address of Assignee

~~THIS EQUIPMENT IS SUBJECT TO EQUIPMENT~~  
SCHEDULE NO. 5-F-1 BETWEEN DEBTOR, AS LESSOR,  
AND INVETECH COMPANY, AS LESSEE, DATED  
MARCH 31, 1989 TO MASTER LEASE DATED APRIL 14, 1988., together with all rent and other  
payments due and to become due thereunder and the equipment on the attached sheet  
COUNTY: ANNE ARUND

TAX BEING PAID IN THE AMOUNT OF \$31.35 TO THE STATE DEPARTMENT OF ASSESSMENTS &amp; TAXATION.

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real  
estate)354/EB  
#221862☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to  
be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)RETURN TO:  
LEXIS® DOCUMENT SERVICES  
P.O. Box 2069  
Springfield, Illinois 62708

ENCORE INTERNATIONAL, INC.

Maureen A. M. Meihn  
(Signature of Debtor)

Maureen A Meihn

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE CIT GROUP/EQUIPMENT FINANCING, INC.

Elaine Brogowicz  
(Signature of Secured Party)

Elaine Brogowicz

Type or Print Above Signature on Above Line

17.50

Annexed to and made part of a Financing Statement between Encore International, Inc.  
as Debtor and The CIT Group/Equipment Financing, Inc. as Secured Party

EQUIPMENT ATTACHMENT A  
TO EQUIPMENT SCHEDULE 5-F-1  
AMERICAN BEARING

LOCATION	SERIAL NUMBER	QTY	TYPE	DESCRIPTION	LESSOR'S BASIS	BASIC RENT
#1 INVOICE # 80017530 CAPE HENRY AVE & INGLESIDE RD MORFOLK, VA 23509	6051626, 6051631 3000808, 3000793	2 2	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	\$1,200.00 N/C	29.58
#2 INVOICE # 80015152 1704 ROSENEATH RICHMOND, VA 23230	6070452 6070407	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#3 INVOICE # 80015350 6600 NORTH PARK BLVD CHARLOTTE, NC 28216	6071936	1 1 1 1	H224-200 F224-99 F168-02 F224-21	PRINTER PRINTER STRD PAPER GUIDE BAR CODE	2,500.00 195.00 75.00 195.00	61.63 4.81 1.85 4.81
#4 INVOICE # 80015160 1700 THIRD AVE., SOUTH BIRMINGHAM, AL 35233	6070467, 6070507 6070333, 6070335	2 2	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	1,200.00 N/C	29.58
#5 INVOICE # 80015155 1108 SINGLETON DR. SELMA, AL 36701	6070511, 6070570 6070331, 6070394	2 2	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	1,200.00 N/C	29.58
#6 INVOICE # 80015154 3902 CORPOREX PARK DR. TAMPA, FL 33619	6070459 6070406	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#7 INVOICE 80015151 400 COPELAND DR, 23611 HAMPTON, VA 23670	6070465 6070329	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79

EQUIPMENT ATTACHMENT A  
TO EQUIPMENT SCHEDULE S-F--1  
AMERICAN BEARING

LOCATION	SERIAL NUMBER	QTY	TYPE	DESCRIPTION	LESSOR'S BASIS	BASIC RENT
#8 INVOICE # 80015150 5915-A URBANA PIKE FREDERICK, MD 21701	6070546	1	H191-SA14	14" AMBER DISPLAY	600.00	14.79
	6070330	1	F190-22T	122 KEYBOARD	N/C	
#9 INVOICE #80012026 1633 CURENCY DR. ORLANDO, FL 32809	6067453	1	H191-SA14	14" AMBER DISPLAY	600.00	14.79
		1	F190-22T	122 KEYBOARD	N/C	
#10 INVOICE #80012025 2104 S. LOODOWN STREET WINCHESTER, VA 22601	6067484	1	H191-SA14	14" AMBER DISPLAY	600.00	14.79
	6067824	1	F190-22T	122 KEYBOARD	N/C	
#11 INVOICE # 80012018 717 (P) HAMMONDS FERRY RD. LITHIUM HEIGHTS, MD 21090	6067455	1	H191-SA14	14" AMBER DISPLAY	600.00	14.79
	6067821	1	F190-22T	122 KEYBOARD	N/C	
#12 INVOICE # 80012115 3907 HARTZDALE DR., BLDG C CARPHILL, PA 17011	6061712, 6063137	4	H191-SA14	14" AMBER DISPLAY	2,400.00	59.16
	6061810, 6063169	1	H192-DA14	14" AMBER CRT	1,132.00	27.90
	6064292	5	F190-22T	122 KEYBOARD	N/C	
	6062921, 6062919,					
	6025954, 6063527, 6065397	1	H274-16CA	16 DEV. REMOTE COAX	3,000.00	73.95
	509583	1	H224200	PRINTER	2,500.00	61.25
	6061328	1	F22499	PRINTER STAND	195.00	4.81
		1	F16802	PAPER GUIDE	75.00	1.85
		1	F22421	BAR CODE	195.00	4.81
#13 INVOICE # 80019080 KULPSVILLE	6028036	1	H191-SA14	14" AMBER DISPLAY	600.00	14.79
	3001486	1	F190-22T	122 KEYBOARD	N/C	

SCHEDULE 5-F-1  
AMERICAN BEARING

LOCATION	SERIAL NUMBER	QTY	TYPE	DESCRIPTION	LESSOR'S BASIS	BASIC RENT
#14 INVOICE # 80019080 1170 ENTERPRISE RD. E. PETERSBURG, PA 17520	6054753 3003597	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79 N/C
#15 INVOICE # 80019552 1400 Howard Street Detroit, MI 48253	8903375356, 8903375342	2 2 2 2	H224-200 F224-99 F168-02 F224-21	PRINTER PRINTER STAND PRINTER GUIDE BAR CODE	5,000.00 390.00 150.00 390.00	123.25 9.61 3.70 9.61
#16 INVOICE # 80019080 1620 N. ELLWOOD BALTIMORE, MD 21213	6049077 3001480	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#17 INVOICE # 80019080 717 (P) HAWMONS FERRY RD. LINTHOM, MD 21096	6079790 3001466	1 1	H191-SA14 F-190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#18 INVOICE # 80021172 HWY. 31 S. BREITON, AL 36626	6081069	1	191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#19 INVOICE # 80021172 2511 SCHUSTER DR. CHEVERLY, MD 20781	6081066	1	191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#20 INVOICE # 80021172 1620 A. CLINTON RD. FAVETTEVILLE, NC 28301	6081077, 6081074	2 2	191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79

553 482  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 280326

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/31/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name INVETECH COMPANY

Address 1400 HOWARD STREET, DETROIT, MI 48253

2. ~~SECURED PARTY~~ LESSOR

Name ENCORE INTERNATIONAL, INC.

Address 2555 TELEGRAPH ROAD, THIRD FLOOR, BLOOMFIELD HILLS, MI 48013

RECORD FEE 17.00  
POSTAGE CK .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

03/26/90

3. Maturity date of obligation (if any) 2/94

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT: SEE ATTACHED  
EQUIPMENT LOCATION: SEE ATTACHED

FILING FOR INFORMATION PURPOSES ONLY. THE TRANSACTION COVERED BY THIS UCC FILING IS CONSIDERED TO BE A TRUE LEASE BY BOTH THE LESSEE AND LESSOR.

Name and address of Assignee  
The CIT Group/Equipment  
Financing, Inc.  
600 Penton Plaza  
Cleveland, Ohio 44114

ANNE ARUND COUNTY  
SCH: 5-F-1

EQUIPMENT LEASE DOES NOT CREATE A SECURITY INTEREST.

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)  
☐ (Products of collateral are also covered)

Steven P. Mellos  
(Signature of ~~Debtor~~) LESSEE  
Steven P. Mellos, CFO  
INVETECH COMPANY  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RETURN TO:  
LEXIS® DOCUMENT SERVICES  
P.O. Box 2969  
Springfield, Illinois 62708

Renee Molnor  
(Signature of ~~Secured Party~~) LESSOR  
Renee Molnor  
ENCORE INTERNATIONAL, INC.  
Type or Print Above Signature on Above Line

17.8

Annexed to and made part of a Financing Statement between Invetech Company as Lessee and The  
CIT Group/Equipment Financing, Inc. as Secured Party

EQUIPMENT ATTACHMENT A  
TO EQUIPMENT SCHEDULE 5-F-1  
AMERICAN BEARING

LOCATION	SERIAL NUMBER	QTY	TYPE	DESCRIPTION	LESSOR'S BASIS	BASIC RENT
#1 INVOICE # 80017530 CAPE HENRY AVE & INGLESIDE RD NORFOLK, VA 23509	6051626, 6051631 3000808, 3000793	2 2	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	\$1,200.00 N/C	29.58
#2 INVOICE # 80015152 1704 ROSEMEATH RICHMOND, VA 23230	6070452 6070407	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#3 INVOICE # 80015350 6600 NORTH PARK BLVD CHARLOTTE, NC 28216	6071936	1 1 1 1	H224-200 F224-99 F168-02 F224-21	PRINTER PRINTER STD PAPER GUIDE BAR CODE	2,500.00 195.00 75.00 195.00	61.63 4.81 1.85 4.81
#4 INVOICE # 80015160 1700 THIRD AVE., SOUTH BIRMINGHAM, AL 35233	6070467, 6070507 6070333, 6070335	2 2	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	1,200.00 N/C	29.58
#5 INVOICE # 88015155 1108 SINGLETON DR. SELMA, AL 36701	6070511, 6070570 6070331, 6070394	2 2	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	1,200.00 N/C	29.58
#6 INVOICE # 80015154 3902 CORPOREX PARK DR. TAMPA, FL 33619	6070459 6070406	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#7 INVOICE 80015151 400 COPLEAND DR, 23611 HAMPTON, VA 23670	6070465 6070329	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79

EQUIPMENT ATTACHMENT A  
TO EQUIPMENT SCHEDULE 5-F-1  
AMERICAN BEARING

LOCATION	SERIAL NUMBER	QTY	TYPE	DESCRIPTION	LESSOR'S BASIS	BASIC RENT
#8 INVOICE # 80015150 5915-A URBANA PIKE FREDERICK, MD 21701	6070546 6070330	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#9 INVOICE #80012026 1633 CURRENCY DR. ORLANDO, FL 32809	6067453	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#10 INVOICE #80012025 2104 S. LOJAXX STREET WINCHESTER, VA 22601	6067484 6067824	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#11 INVOICE # 80012018 717 (P) HAMMONS FERRY RD. LITHIUM HEIGHTS, MD 21090	6067455 6067821	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#12 INVOICE # 80012115 3907 HARTZDALE DR., BLDG C CAMPHILL, PA 17011	6061712, 6063137 6061810, 6063169 6064292 6062921, 6062919, 6025954, 6063527, 6065397 509583 6061328	4 1 1 5 1 1 1 1	H191-SA14 H192-DA14 F190-22T H274-16CA H224200 F22499 F16802 F22421	14" AMBER DISPLAY 14" AMBER CRT 122 KEYBOARD 16 DEV. REMOTE COAX PRINTER PRINTER STAND PAPER GUIDE BAR CODE	2,400.00 1,132.00 N/C 3,000.00 2,500.00 195.00 75.00 195.00	59.16 27.90 N/C 73.95 61.25 4.81 1.85 4.81
#13 INVOICE # 80019080 KULPSVILLE	6028036 3001486	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79

SCHEDULE 5-F-1  
AMERICAN BEARING

LOCATION	SERIAL NUMBER	QTY	TYPE	DESCRIPTION	LESSOR'S BASIS	BASIC RENT
#14 INVOICE # 80019080 1180 ENTERPRISE RD. E. PETERSBURG, PA 17520	6054753 3003597	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79 N/C
#15 INVOICE # 80019552 1400 Howard Street Detroit, MI 48253	8903375356, 8903375342	2 2 2 2	H224-200 F224-99 F168-02 F224-21	PRINTER PRINTER STAND PRINTER GUIDE BAR CODE	5,000.00 390.00 150.00 390.00	123.25 9.61 3.70 9.61
#16 INVOICE # 80019080 1620 N. ELLWOOD BALTIMORE, MD 21213	6049077 3001480	1 1	H191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#17 INVOICE # 80019080 717 (P) HARMONDS FERRY RD. LINTHICUM, MD 21096	6079790 3001466	1 1	H191-SA14 F-190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#18 INVOICE # 80021172 Hwy. 31 S. BRENTON, AL 36426	6081069	1 1	191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#19 INVOICE # 80021172 2511 SCRUMSTER DR. CHEVERLY, MD 20781	6081065	1 1	191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79
#20 INVOICE # 80021172 1620 A. CLINTON RD. FAVETTEVILLE, NC 28301	6081077, 6081074	2 2	191-SA14 F190-22T	14" AMBER DISPLAY 122 KEYBOARD	600.00 N/C	14.79

10-11-79

## PARTIES

Debtor name (last name first if individual) and mailing address:

Crop Genetics International  
7170 Standard Drive  
Hanover, MD 21076

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

## Special Types of Parties (check if applicable):

☒ The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.☐ The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.☐ Debtor is a Transmitting Utility.

## SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))—

- a. ☐ acquired after a change of name, identity or corporate structure of the Debtor.
- b. ☐ as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania—  
☐ when the collateral was moved to this county.  
☐ when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction —  
☐ when the collateral was moved to Pennsylvania.  
☐ when the Debtor's location was moved to Pennsylvania.
- e. ☐ which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s):  
(required only if box(es) is checked above):FINANCING STATEMENT  
Uniform Commercial Code Form UCC-1  
IMPORTANT — Please read instructions on  
reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer)

553 486

280377

The seller(secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax. 5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

☐ Secretary of the Commonwealth.☒ Notary of Anne Arund County.☐ real estate Records of County. 6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): LEASE No. 0-24381-0 8

## COLLATERAL

Identify collateral by item and/or type: Vendor: MasterServ

Equip.: 1 Cold Drink 7/5 ECAM wv, 1 Glass Front Snack  
3624/3 WV

☒ (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))—

- a. ☐ crops growing or to be grown on —
- b. ☐ goods which are or are to become fixture on —
- c. ☐ minerals or the like (including oil and gas) as extracted on —
- d. ☐ accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:

Describe at: Book \_\_\_\_\_ of (check one) ☐ Deeds ☐ Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_☐ Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

## DEBTOR SIGNATURE(S)

Debtor Signature(s): Crop Genetics International

1 ☒ Patricia L. Larrabee PURCHASING MGR.  
(NAME/TITLE) Patricia Larrabee-Purchasing Mgr.

1a (NAME/TITLE)

1b (NAME/TITLE)

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

553 PAGE 487

## STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

280378

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name J.W. Shepard Inc.Address 1197 Old Annapolis Blvd. Arnold Maryland 21012

## 2. SECURED PARTY

Name Maryland Clarklift Co., Div. The Space Maker Group Inc.Address 3310 Childs Street Baltimore, Maryland 21226

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) 1990 Clark Model GCS15 Cushion Tire  
Forklift S/N G127-1531-7228, 71/152" Triple Stage  
Upright, 31" Wide Carriage, 48" Forks, 48" Load  
Backrest, 55D-SS-56A Sideshifter

Name and address of Assignee  
Chase Manhattan Leasing Co.  
(Mich), Inc.  
Circle Drive  
Buchanan, Michigan 49107

Not Subject to recordation tax-Conditional Sales Contract-Seller is Secured Party

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

(Signature of Debtor)

John Shepard, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

J. Fisher

GM

Type or Print Above Signature on Above Line

8004

553 PAGE 488

STATE OF MARYLAND

280379

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2228

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1923.88

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 3/22/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEFFREY O'NEILL  
Address 116 A GOVERNOR COURT GLEN BURNIE, MD 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES  
Address 8837 BELAIR ROAD BALTIMORE MD 21236

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 10 SPEED MEN'S HUFFY BIKE
- 8 MAN COLMAN TENT
- 20" SOLID 14KT GOLD ROPE CHAIN
- 6 RODS SHUMANO & SHUMANO REELS
- VARIOUS TACKLE (FRESH WATER) & TACKLE BOXES (3)
- 2 BOWLING BOWLS COLUMBIA MODEL #8H78880

Name and address of Assignee

RECORD FEE 11.00  
RECORD TAX 14.00  
POSTAGE CK .50  
#618860 CTTT R03 T15:33  
03/26/90

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1 ☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- ☐ (Proceeds of collateral are also covered)
- ☐ (Products of collateral are also covered)

Jeffrey S. O'Neill  
(Signature of Debtor)

JEFFREY S. O'NEILL  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Carol Lynn Hess  
(Signature of Secured Party)

CAROL LYNN HESS asst mgr

Type or Print Above Signature on Above Line

County #24 001 602 801480

**STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

This statement refers to original financing statement, identifying FILE NO. 265146

RECORDED IN LIBER 506 FOLIO 128 ON 12/16/86 (DATE)

1. Debtor's name and address:  
Corman Construction, Inc.  
8111 Annapolis Junction Road  
Jessup, Maryland 20794-0160
2. Secured party's name and address:  
First Virginia Commercial Corporation  
6400 Arlington Boulevard  
Falls Church, Virginia 22046
3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any:

5. Statement of:

- ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- ☒ Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- ☐ Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- ☐ Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- ☐ Other:

RECORD FEE 10.00

POSTAGE .50

H618700 DT77 R03 T15:35  
03/26/90H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1989 MAR - 7 P 2:45

First Virginia Commercial  
Corporation (Bank)

Dated November 8, 1989

By *Harold V. Dellinger, II*  
Harold V. Dellinger, II  
Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

280380

553 PAGE 490

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
The Nevamar Corporation 8339 Telegraph Road Odenton, Maryland 21113-1397	Sovran Bank/Memphis P.O. Box 1503 Memphis, TN 38101-1503	RECORD FEE 11.00 POSTAGE CK 50 #618980 0777 R03 T15:38

4 This financing statement covers the following types (or items) of property: See Exhibit A attached hereto and made a part hereof as fully and particularly as if set out verbatim herein. Some of the collateral is or may be so attached to real estate as to become FIXTURES. The description of the real estate and the name of the record owner are attached hereto, marked Exhibit B and made a part hereof as fully and particularly as if set out verbatim herein, owner of record has been transferred from Keel Manufacturing, Inc. to The Nevamar Corporation. Claiming of proceeds not to be construed as giving Debtor permission to sell collateral. See also Exhibit C. Total principal indebtedness under any contingency is \$520,000.00 (For informational purposes only. Not subject to recordation tax.)

ASSIGNEE OF SECURED PARTY

Check ☒ if covered: ☒ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Anne Arundel County

The Nevamar Corporation  
By: Charles A. [Signature]  
Signature(s) of Debtor(s)

Sovran Bank/Memphis  
By: Cora J. [Signature]  
Signature(s) of Secured Party(ies)

1467 R 11/81

(1) Filing Officer Copy—Alphabetical

I HEREBY CERTIFY that \$231.00 was Paid in Recordation Tax to the Clerk of the Circuit Court for Anne Arundel County

Kathy Fordyce  
Kathy Fordyce

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- ☐ Not subject to Recordation Tax  
☒ Subject to Recordation Tax; Principal Amount is \$ 33,000.00  
☐ To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

David W. Handelsman  
(Name)  
504 Pride of Baltimore Drive  
(Address)  
Arnold, Md. 21012

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Stephanie P. Yancy  
(Name of Loan Officer)  
18 West Street  
(Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)  
LOCATED AT 116 Cathedral Street, Annapolis, Md. 21401

Midwest High Speed Handpiece 373926  
Midwest Fiber Optic Handpiece 24028931  
Slow Speed Handpiece 1840  
Paropex XRAY 117344NB  
Belmont XRAY A A12117  
Belmont XRAY B 165

RECORD FEE 11.00  
RECORD TAX 231.00  
POSTAGE CK .50  
#618990 CT17 R03 715:43  
03/26/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3. ☐ Products of the collateral are also specifically covered.  
4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
(Seal)  
David W. Handelsman  
(Seal)  
David W. Handelsman  
(Signature)  
David W. Handelsman  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

15231, 20

## STATE OF MARYLAND

280382

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 15,500.00

If this statement is to be recorded in land records check here. ☐

Recordation Tax to Anne Arundel County in the amount of \$108.50

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name Jay & Dee Trucking, Inc.Address 4206 Forsythia Lane Pasadena, MD 21122

## 2. SECURED PARTY

Name Orix Credit Alliance, Inc.Address 500 DiGuilian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (If any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00  
RECORD TAX 108.50  
POSTAGE *CK* .50  
#619010 DT77 R03 T15:44  
03/26/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)  
Jay & Dee Trucking, Inc.

*James T. Cheeves Pres.*  
(Signature of Debtor)

JAMES T. CHEEVES, PRES.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

*Patrick White*  
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.  
Type or Print Above Signature on Above Line

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 16th day of March, 1990 by and between

Jay & Dee Trucking, Inc., having its principal place of business at

(Name of Mortgagor)

4206 Forsythia Lane Pasadena, MD 21122

(Address of Mortgagor)

Orix Credit Alliance, Inc.

"Mortgagee";

"Mortgagor", and (If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.)

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personality and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect, in its sole discretion.



## SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated March 16, 19 90 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	IVECO 14' Cube Van	1984 Z120TA	ZLFFB3139E1300556
One (1)	International Tandem Tractor	1983 F2275	1HTDF227XDHA27855
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Orix Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Jay & Dee Trucking, Inc.

By: James T. Chaus Pres

PARTIES	
Debtor name (last name first if individual) and mailing address:	1
Paula June Homann Lot A-11 Holiday Mobile Estates Jessup, Md. 20794	
Debtor name (last name first if individual) and mailing address:	1a
Debtor name (last name first if individual) and mailing address:	1a
Secured Party(ies) name(s) (last name first if individual) and address for security interest information:	1b
Tammac Corp. 100 Commerce Blvd. Wilkes-Barre, Pa. 18711	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	2
Bank Atlantic 1901 N. W. 62nd St. Ft. Lauderdale, Fla. 33309	
Special Types of Parties (check if applicable):	2a
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.	
<input checked="" type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.	
<input type="checkbox"/> Debtor is a Transmitting Utility.	
3	
SECURED PARTY SIGNATURE(S)	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) —	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania —	
<input type="checkbox"/> when the collateral was moved to this county.	
<input type="checkbox"/> when the Debtor's residence or place of business was moved to this county.	
d. already subject to a security interest in another jurisdiction —	
<input type="checkbox"/> when the collateral was moved to Pennsylvania.	
<input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input checked="" type="checkbox"/> which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).	
Secured Party Signature(s) (required only if box(es) is checked above):	
TAMMAC CORPORATION	
[Signature]	
4	

FINANCING STATEMENT	
Uniform Commercial Code Form UCC-1	
IMPORTANT — Please read instructions on reverse side of page 4 before completing	
Filing No. (stamped by filing officer):	Date, Time, Filing Office (stamped by filing officer):
553 496	
280383	
5	
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):	
<input type="checkbox"/> Secretary of the Commonwealth.	
<input checked="" type="checkbox"/> Prothonotary of Anne Arundel County.	
<input type="checkbox"/> real estate records of _____ County.	
6	
Number of Additional Sheets (if any):	
7	
Optional Special Identification (Max. 10 characters):	
8	
COLLATERAL	
Identify collateral by item and/or type:	
1990 Henderson Homes-Granville	
60x28	
Serial # HHC003663NC A-B	
RECORD FEE 11.00	
POSTAGE .50	
03/26/90	
NOT SUBJECT TO RECORDATION FEE	
H. ERLE SCHAFER	
AA CO. CIRCUIT COURT	
<input type="checkbox"/> (check only if desired) Products of the collateral are also covered.	
9	
Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)) —	
a. <input type="checkbox"/> crops growing or to be grown on —	
b. <input type="checkbox"/> goods which are or are to become fixtures on —	
c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on —	
d. <input type="checkbox"/> accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —	
the following real estate:	
Street Address:	
Described at: Book _____ of (check one) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____, for _____ County. Uniform Parcel Identifier _____	
<input type="checkbox"/> Described on Additional Sheet.	
Name of record owner (required only if no Debtor has an interest of record):	
10	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
1 Paula J. Homann	
1a	
1b	
11	
RETURN RECEIPT TO:	
TAMMAC CORPORATION	
1140 ROUTE 315	
WILKES-BARRE, PA 18711	
12	

PH-2

280384

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: SEE BELOW \*\*

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hack's, Inc. dba/ Rickey's  
Address 1. 19-21 Parole Plaza - Annapolis, MD 21401  
2. 24 Rear Parole Plaza - Annapolis, MD  
3. 108 Old Solomons Road - Annapolis, MD

2. SECURED PARTY

Name PHILIPS CONSUMER ELECTRONICS COMPANY  
Address Interstate 40 & Straw Plains Pike, Box 14810  
Knoxville, Tennessee 37914

RECORD FEE 12.00  
POSTAGE .50  
#619060 CTIT R03 T15:49  
CK 03/26/90

Person And Address To Whom Statement Is To Be Returned If Different From Above. H. LYLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
Inventory: All present and future goods which are described in the Invoices of Secured Party and/or in the possession, custody or control of Debtor; and which are manufactured, sold or distributed by Secured Party, or which bear the "Magnavox" trademark or other Secured Party identification or trademark, including but not limited to: televisions; stereos; phonographs, radios, tape recorders and equipment; video electronic games; consumer home electronic goods and all combinations and components thereof, all parts and accessories thereof, and all replacements, substitutions and additions thereto when acquired and Proceeds: Whatever is received when Inventory or Proceeds are sold, exchanged, collected, or otherwise disposed of including but not limited to cash, instruments, insurance proceeds, accounts, contract rights, chattel paper, and equipment.

\*\*Not Subject to Recordation Tax Imposed by Art. 81, Sec. 277 & 278, Annotated Code of Md., 1962, as amended.  
CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Hack's, Inc. dba/ Rickey's

(Signature of Debtor)

RICHARD L. HACK

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

PHILIPS CONSUMER ELECTRONICS COMPANY

Alan H. Leipziger  
(Signature of Secured Party)

Alan H. Leipziger

Type or Print Above Signature on Above Line

12/50

**UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)**

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Dorkeel, Richard W. 510 Rolling House Rd. Harwood, MD 20776	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT COMPANY 10710 MIDLOTHIAN TURNPIKE P.O. BOX 36387 RICHMOND, VA 23235
---	---

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)

Liber 58 folio 445

3. This statement refers to original Financing Statement No. 270001 Dated: Oct 5<sup>th</sup> 1987

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORD FEE 10.00  
POSTAGE .50



#619070 0777 R03 715:50  
03/26/90

4. This transaction is exempt from the Recording Tax.

Filed with: County

Dated: March 19<sup>th</sup> 90, 1990

Ford Motor Credit Co  
(NAME OF SECURED PARTY)  
By: Amy Carson

F M C C  
JUN 65 7288-M (MARYLAND ONLY)

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## FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 62,289.44

If this statement is to be recorded in land records check here. ☐

This financing statement Dated 2-28-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name M.W. Gunther, Inc. T/A Mitchell's Trucking  
Address 7474 Shipley Avenue, Hanover, Maryland 21076

## 2. SECURED PARTY

Name Textron Capital Corporation  
Address 5901-B Peachtree Dunwoody Road, #530  
Atlanta, Georgia 30328RECORD FEE 12.00  
RECORD TAX 437.50  
POSTAGE CK .50  
MAY 10 1990 03/26/90

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER  
44th CIRCUIT COURT

## 3. Maturity date of obligation (if any)

## 4. This financing statement covers the following types (or items) of property: (list)

(1) Peterbuilt Tractor 378

and all proceeds of all the foregoing, including proceeds in the form of goods, accounts, chattel paper documents, instruments and general intangibles.

~~CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX~~CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

M.W. Gunther, Inc. T/A Mitchell's Trucking

Mitchell W. Gunther  
(Signature of Debtor)

Mitchell W. Gunther, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Textron Capital Corporation

(Signature of Secured Party)

Blair S. McGuire  
Type or Print Above Signature on Above Line

12 437.50

553 PAGE 500

280386

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

Thomas, Eddie L.  
#9 Alder Road Naval Station  
Annapolis, MD. 21402

(2) Secured Party(ies) (Name(s) And Address(es):

Government National Mortgage Association  
c/o HOME OWNERS FUNDING CORP. OF AMERICA  
7415 Pineville-Matthews Rd. #306  
Charlotte, NC 28226  
Acct # 1306139

(3) (a) ☐ Collateral is or includes fixtures.  
(b) ☐ Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c) ☐ Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For  
Filing  
Officer

RECORD FEE 11.00  
#619190 GTTT R03 T15:56  
CK 03/26/90  
H. ERLE SCHAFER  
1A CO. CIRCUIT COURT

(5) This Financing Statement Covers the Following types [or items] of property.

A 1985 used Edgewood, mobile home, serial # GAFL1AF0107-8115 and all furnishings, appliances, fixtures, and assessments attached to or used in connection with the use and occupation of said manufactured home.

☐ Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Eddie L. Thomas

Government National Mortgage Association Secured Party(ies) [or Assignees]  
c/o Home Owners Funding Corporation of America

(By)

Kanya Vinchu

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and ☒  
☐ Collateral Is Brought Into This State  
☐ Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(By) \_\_\_\_\_  
Standard Form Approved by N.C. Sec. of State  
and other states shown above.

(1) Filing Officer Copy - Numerical

UCC-1

2004 553 FILE 501

STATE OF MARYLAND

## FINANCING STATEMENT FORM UCC-1

Identifying File No. **280387**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐This financing statement Dated 3/16/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name D L MILLER BACKHOE SERVICEAddress 5272 CHALK POINT ROAD WEST RIVER MD 20778-9759

## 2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.Address 41 DEFENSE HIGHWAYANNAPOLIS, MD21401Person And Address To Whom Statement Is To Be Returned If Different From Above, ERLE SCHAFER

AA CO. CIRCUIT COURT

RECORD FEE

11.00

POSTAGE

.50

03/26/90

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

KUBOTA CREDIT CORPORATION, U.S.A.  
1025 Northbrook Parkway  
Suwanee, Georgia 30174

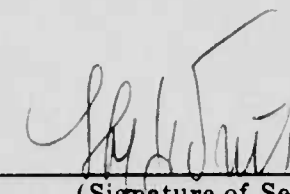
1	NEW	KUBOTA	TRACTOR-COMplete	MN# B2150DT	SN# 50343
1	NEW	KUBOTA	LOADER	MN# BF350A	SN# 16441 10500
1	NEW	WOODS	BACKHOE	MN#	SN# 3451

KUBOTA CONTRACT# 13400-730302

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)  
(Signature of Debtor)D L MILLER BACKHOE SERVICE  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

  
(Signature of Secured Party) SEC-TREAS.BALDWIN SERVICE CENTER INC.  
Type or Print Above Signature on Above Line

11/8

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLANDFINANCING STATEMENT

DATE: March 23, 1990

(XXX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_NAME OF DEBTOR (S): Peerless Printing and Graphics, Inc.  
T/A Action PrintingADDRESS: 1915 Lincoln Drive  
Annapolis, MD 21401NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF  
PROPERTY:Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned  
and hereafter acquired, excluding motor vehicles.RECORD FEE 12.00  
POSTAGE .50  
#617110 0777 R03 115:54  
CK 03/26/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

## DEBTOR(S):

Peerless Printing and Graphics, Inc.  
T/A Action Printing  
(Company Name)BY: Robert E. Giles  
Robert E. Giles, President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: John M. Crook  
(Authorized Signature)John M. Crook, Senior Vice President  
(Type Name and Title)(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

12-8

553 PAGE 503

280389

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jennings, Harry W.  
Address 884 Brighton Place Glen Burnie, MD 21061

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Rd. Baltimore, MD 21227  
Orix Credit Alliance, Inc. 500 DiGuilian Blvd. Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Orix Credit Alliance, Inc.  
P.O. Box 1680  
500 DiGuilian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 17.00  
PREPARE GK .50  
#31980 CTTT R03 T10:26  
03/27/90  
H. EARLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK ☒ THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☐ (Products of collateral are also covered)

Harry W. Jennings

Harry W. Jennings  
(Signature of Debtor)

HARRY W. JENNINGS owner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

John J. Murray Pres.  
(Signature of Secured Party)

JOHN J. MURRAY Pres.  
Type or Print Above Signature on Above Line

## CONDITIONAL SALE CONTRACT NOTE

BOOK 553 PAGE 504

TO: Beltway International Trucks, Inc. FROM: Harry W. Jennings  
 ("Seller") ("Buyer")  
1800 Sulphur Spring Rd. Baltimore, MD 21227 884 Brighton Place Glen Burnie, MD 21061  
 (Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): <b>One (1) 1990 International Model 2574 Dump Truck, S/N 1HTGGG3T2LH275760</b>	(1) TIME SALES PRICE .....	\$ 96,960.00
	(2) Less DOWN PAYMENT in Cash .....	\$ 7,200.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 89,760.00
Record Owner of Real Estate: _____		

## \*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
884 Brighton Place Glen Burnie Anne Arundel MD 21061  
 (Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty nine thousand seven hundred sixty and 00/100\*\*\*\*\* Dollars (\$ 89,760.00) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 9th day of April 19 90, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,496.00 and the final installment being in the amount of \$ 1,496.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

## TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

## BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: March 16, 19 90

BUYER(S)-MAKER(S):

Accepted: Beltway International Trucks, Inc. (SEAL)  
 (Print Name of Seller Here)

Harry W. Jennings (SEAL)  
 (Print Name of Buyer-Maker Here)

By: [Signature]  
 (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] (SEAL)  
 Co-Buyer-Maker: (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance, shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HERUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.**

(L.S.) \_\_\_\_\_ (L.S.) \_\_\_\_\_  
(Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (SEAL) } Signature of Seller  
(Corporate, Partnership or Trade Name or Individual Signature)  
By: \_\_\_\_\_ }  
(Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

# ASSIGNMENT

BOOK 553 PAGE 506

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale

March 16, 1990

contract and/or lease and/or chattel mortgage (herein called "contract") dated \_\_\_\_\_,

between **Beltway International Trucks, Inc.**, as Seller/Lessor/Mortgagee,

and **Harry W. Jennings 884 Brighton Place Glen Burnie, MD 21061** (Address)

(Name)  
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the

89,760.00

term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16th day of March, 19 90.

**Beltway International Trucks, Inc.** (Seal)  
(Seller/Lessor/Mortgagee)

By: \_\_\_\_\_

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA-L-5A-R

553 507

Anne Arundel County  
A/C# C-02-08183-4

## STATE OF MARYLAND

280390

## FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

## 1. DEBTOR

Name A.A. Recycle & Sand, Inc.Address Box 412 Linthicum Heights, MD 21090

## 2. SECURED PARTY

Name Elliott & Frantz, Inc.Address 10421 Guilford Rd. Jessup, MD 20794Orix Credit Alliance, Inc. 500 DiGuilian Blvd. Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 17.00  
POSTAGE .50461990 DTTT R03 T10:27  
03/27/90

CK

## ASSIGNEE OF THE SECURED PARTY:

Orix Credit Alliance, Inc.

P.O. Box 1680

500 DiGuilian Blvd.

Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)☒ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)  
A.A. Recycle & Sand, Inc.William H. DeBouché, Pres.  
(Signature of Debtor)William H. DeBouché, Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Elliott &amp; Frantz, Inc.

Robert L. Schaeffer VP  
(Signature of Secured Party)ROBERT L. SCHAEFFER V.P.  
Type or Print Above Signature on Above Line

PAGE 003 PAGE 008

Box 412 Linthicum Heights, MD 21090  
(Address of Buyer)

(1) CASH SALE PRICE .....	\$	35,000.00
(2) DOWN PAYMENT In Cash .....	\$	15,000.00
(3) DOWN PAYMENT In Goods* (Trade-In Allowance) ....	\$	-0-
(4) UNPAID BALANCE [Items (1) — (2) — (3)] .....	\$	20,000.00
(5) INSURANCE and other Benefits .....	\$	-0-
Types of coverage and benefits .....		
(6) OFFICIAL or DOCUMENTARY FEES .....	\$	25.00
Describe and Itemize .....		
(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] .....	\$	20,025.00
(8) FINANCE CHARGE (Time Price Differential) .....	\$	3,081.24
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] .....	\$	23,106.24
(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$	38,106.24

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and ~~any and all other tangible goods, equipment, machinery, general intangible, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest~~ (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Holder, now existing and/or hereafter incurred, direct and indirect, known and unknown, shall remain the obligation of Holder, and no part of such obligations shall be discharged or satisfied by the consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

**REMAINING HEREON CONTINUED ON REVERSE SIDE**

**TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE**  
**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE**  
**CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE**

**NOTICE TO RETAIL BUYER:** (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

**BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.**

Date: March 16, 1990 BUYER(S)-MAKER(S): \_\_\_\_\_ (SEAL)

Accepted: Elliott & Frantz, Inc. (SEAL) A.A. Recycle & Sand, Inc.  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)

By: Robert L. Schaeffer *RS* By: William Richard Price *WRP*  
Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) \_\_\_\_\_

By: William H. Hines

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

CA-L-2(7-76)

ORIGINAL FOR FILING-NON-NEGOTIABLE

© 1989 ORIX Credit Alliance, Inc.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.**

~~Buyer and Holder agree that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.~~

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.**

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature of Seller

By: \_\_\_\_\_  
(Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

## ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 16, 1990, between Elliott & Frantz, Inc., as Seller/Lessor/Mortgagee

and A.A. Recycle & Sand, Inc. Box 412 Linthicum Heights, MD 21090  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 23,106.24 16th day of March, 19 90.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Elliott & Frantz, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: Robert L. Schaeffer

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

MD State

## MARYLAND FINANCING STATEMENT

UCC-1

☒ Not Subject to Recordation Tax☐ Recordation Tax of \$ \_\_\_\_\_ onPrincipal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer

**280391**

File No.: \_\_\_\_\_

Record Reference: \_\_\_\_\_

Date &amp; Hour of Filing: \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Diversified Leasing, Inc.  
(Name or Names)  
133 Defense Highway, Ste. 207, Annapolis, Md. 21401  
(Address)DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)2. SECURED PARTY: Signet Leasing & Financial Corp.  
(Name or Names)  
3 Bethesda Metro Center, Ste. 815, Bethesda, Md. 20814  
(Address)3. ASSIGNEE (if any)  
of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

4. This Financing Statement covers the following types (or items) of property:

Assignment of rights, title and interest in a Master Equipment Lease Agreement and Equipment Schedule 1 dated March 13, 1990, between Diversified Leasing, Inc. and QI Pentagon Limited Partnership T/A Holiday Inn Crowne Plaza

-This is a True Lease - Filing for information purposes only subject to Recordation Taxes 11.00

-Exempt from Recordation Tax pursuant to Section 12-108(K)4.

POSTAGE

.50

#620000 CTTT R03 T10:28

03/27/90

CK

H. FILE SCHAFER

AA CO. CIRCUIT COURT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes ☒  
Products of Collateral are also covered: Yes ☒No ☐  
No ☐DEBTOR(S):  
Diversified Leasing, Inc.By: Larry L. Summers Pres  
Larry L. Summers (Title)  
(Type or print name of person signing)SECURED PARTY:  
Signet Leasing & Financial Corp.By: Edward Kipro. V.P.  
(Type or print name of person signing)By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)Return To: Signet Leasing & Financial Corp.  
3 Bethesda Metro Center, Suite 815, Bethesda, Md. 20814

11/6

280392

553 512

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)  
U.S. FOOD PRODUCTS, INC.  
1200 N. Ashland Avenue  
Chicago, Illinois 60622

Secured Party(ies) and address(es)  
MANUFACTURERS BANK  
1200 N. ASHLAND AVENUE  
CHICAGO, ILLINOIS 60622

For Filing Officer (Date, Time, Number,  
and Filing Office)

RECORD FEE 11.00  
CK POSTAGE .50  
#650110 CATT NO3 1101-4

ASSIGNEE OF SECURED PARTY

H. ERLE SCHAFER  
AN CO. CIRCUIT COURT

1 This financing statement covers the following types (or items) of property:

All Debtor's goods, inventory and personal property, whether now or hereafter existing or acquired, and all replacements, additions, and accessions thereto, including but not limited to, machinery, furniture, fixtures, motor vehicles, equipment and all other tangible personal property of every kind and description; all Debtor's accounts, accounts receivable, contract rights, general intangibles, instruments, securities, documents, warehouse receipts, bills of lading, documents of title, agreements and chattel paper, and all other intangible personal property of any kind and description, whether now or hereafter existing or acquired; the books and records of the Debtor pertaining to the foregoing; and all proceeds (including insurance and tort claims) and products of all of the foregoing Collateral. Location: Pattison Refrigeration Warehouse, 7950 Oceana Avenue, Jessup, MD. 21227. "Not Subject to Recordation Taxes."

2. ☐ Products of Collateral are also covered.

☐ Additional sheets presented.

☒ Filed with Office of Secretary of State of Maryland.

☐ Debtor is a transmitting utility as defined in UCC §9-105.

Recorder of Deeds of  
Anne Arundel County,  
Maryland

By Timothy Peach Signature of (Debtor) (Secured Party)\*  
Timothy Peach, President

\*Signature of Debtor Required in Most Cases:  
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

This form of financing statement is approved by the Secretary of State.

1 FILING OFFICER COPY ALPHABETICAL  
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

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0131557/0099

553 513

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**

☐ (check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 278369 recorded in Liber 545, Folio 220 on 8/25/89 at Anne Arundel County  
Date Location

1. DEBTOR(S): Atlantic Contracting & Materials Co., Inc.

ADDRESS(ES): Anne Arundel County

Interstate 97 & Benfield Road, Glen Burnie, MD

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: LDRU

ADDRESS: MAILSTOP: 022801; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
 \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. ☐ CONTINUATION. The original Financing Statement referred to above is still effective.
4. ☐ TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ☐ ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6. ☒ AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
- a. ☐ Not subject to Recordation Tax.
- b. ☒ Subject to Recordation Tax on an initial debt in the principal amount of \$ 250,000.00. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to Maryland State Department of Assess. & Taxation per 10/1/89 \$8.25
7. ☐ RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8. Add new location of Debtor: I-97 & Oakdale Circle  
Glen Burnie, Maryland

Also see Schedule A attached for additional collateral.

DEBTOR(S): Atlantic Contracting & Materials Co., Inc.  
(Signature necessary only if Item 6 is applicable)

BY: John R. Madden, Sr., President (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: William Linsao (SEAL)

William Linsao, Comm'l Banking Officer  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

18.50

The following collateral is added to the Financing Statement as described on the foregoing Amendment:

ALL EQUIPMENT: All of the Debtor's equipment, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

553 PAGE 515

## UNIFORM COMMERCIAL CODE

## STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259383

RECORDED IN LIBER 492 Page 113 ON 11/26/85 (DATE)

## 1. DEBTOR

Name Trammell Crow Real Estate Investors

Address 2001 Ross Avenue, 3500 LTV Center, Dallas, Texas 75201

## 2. SECURED PARTY

Name J. Henry Schroder Bank &amp; Trust Company, a New York banking corporation, as trustee

Address One State Street, New York, New York 10015

Melanie M. Hansen, c/o Jones, Day, Reavis & Pogue, 2001 Ross Avenue, Suite 2300, Dallas, Texas 75201  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any)

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☐  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☒  
(Indicate whether amendment, termination, etc.)

Amendment

Debtor's address is hereby amended as follows:

2001 Ross Avenue  
3500 Trammell Crow Center  
Dallas, Texas 75201

Secured Party's name is hereby amended as follows:

IBJ Schroder Bank &amp; Trust Company, as trustee

Trammell Crow Real Estate Investors

By:

Name: Valerie G. Walling  
Title: Operations Manager

IBJ Schroder Bank &amp; Trust Company, as trustee

By:

(Signature of Secured Party)

Name: MAX VOLMAR  
Title: VICE PRESIDENT

Type or Print Above Name on Above Line

Dated March 1, 1990

152

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here. ☐

Not subject to recordation tax under sec. 12-108(f) of the Tax-Property Article; transferred from another state.  
This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubbell Highway Signs, Inc.

Address P.O. Box 408, New Hartford, NY 13413

2. SECURED PARTY

Name Reliance Insurance Company

Address 4 Penn Center Plaza, Philadelphia, PA 19103

Ruth Stanshine, Paralegal, DUANE, MORRIS & HECKSCHER

1500 One Franklin Plaza, Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All present and future acquired machinery, equipment, plant, tools, materials, inventory, account receivables, contract rights, claims, causes of action and/or the proceeds thereof arising out of or related to bonded and unbonded construction projects.

Name and address of Assignee

ERLE SCHAFER  
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. ☐ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

☒ (Proceeds of collateral are also covered)

☒ (Products of collateral are also covered)

Hubbell Highway Signs, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Reliance Insurance Company

(Signature of Secured Party)

Type or Print Above Signature on Above Line

553 517

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273068

RECORDED IN LIBER 527 FOLIO 397 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00

POSTAGE CK .50

#620300 CRIT R03 T11:13

03/27/90

H. FILE SCHAFER  
AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 1990

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1428

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273069

RECORDED IN LIBER 527 FOLIO 398 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE 10.00  
POSTAGE CK .50  
#620310 CT 7 R03 T11:13  
03/27/90  
H. FILE SCHAFER  
AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1429

553 519

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273067

RECORDED IN LIBER 527 FOLIO 396 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE CK .50  
#620320 C177 R03 T11:14  
03/27/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1430

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273065

RECORDED IN LIBER 527 FOLIO 394 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE ☒ .50  
#620530 CT77 R03 T11:14  
03/27/90  
H. ENLE SCHAFER  
AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1431

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273055

RECORDED IN LIBER 527 FOLIO 384 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE CK .50  
#320340 0777 R03 T11:14  
03/27/90  
H. EBLE SCHAFER  
AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273056

RECORDED IN LIBER 527 FOLIO 385 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE

POSTAGE

10.00  
CK .50

#620300 0777 003 711:14

03/27/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 1990

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273058

RECORDED IN LIBER 527 FOLIO 387 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00

POSTAGE ☒ .05

#620360 CTTT R03 T11:15

03/27/90

H. EMLE SCHAFER

AA CO. CIRCUIT COURT

POSTAGE .45

#620370 CTTT R03 T11:15

03/27/90

H. EMLE SCHAFER

AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 1990

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1439

553 524

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273057

RECORDED IN LIBER 527 FOLIO 386 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE K .50  
#620380 0777 003 111:15

03/27/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1440

553 525

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273059

RECORDED IN LIBER 527 FOLIO 388 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00

POSTAGE CK .50

8820390 CTT 803 T11#15

03/27/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1438

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273060

RECORDED IN LIBER 527 FOLIO 389 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00

TOTAL ☒ 10.00

#520400 0777 003 711416

03/27/90

H. ERLE SCHAFER  
44 00, CIRCUIT COURT  
POSTAGE .50

#620410 0777 003 711416  
44 00, CIRCUIT COURT

Dated February 22, 1990

AACO  
1437

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273073

RECORDED IN LIBER 527 FOLIO 402 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE CK .50  
4620430 CT 17 ROB 711:17

03/27/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

AACO  
1424

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273072

RECORDED IN LIBER 527 FOLIO 401 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE CK .50  
#620430 DT77 R03 T11:17  
03/27/90  
H. ERLE SCHAFER  
4A CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1425

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273070

RECORDED IN LIBER 527 FOLIO 399 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE 10.00  
POSTAGE .50  
#620450 CTT 803 T11-18  
03/27/90  
H. ERLE SCHAFER  
CLERK OF DISTRICT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1427

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273080

RECORDED IN LIBER 527 FOLIO 409 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORDS FEE 10.00  
POSTAGE .50  
H220460 C777 R03 T11119  
03/27/90  
H. ERLE SCHAEFER  
AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 1990

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1417

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273054

RECORDED IN LIBER 527 FOLIO 383 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE **CK** 10.00  
POSTAGE .50  
#620470 OTT R03 711:19  
03/27/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 1990

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273191

RECORDED IN LIBER 527 FOLIO 563 ON June 7, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061  
ASSIGNEE  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE \$10.00  
POSTAGE .50  
H&B20480 0777 R03 T11:19  
03/27/90  
H. ORLE SCHAFER  
AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 9990

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1444

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274552

RECORDED IN LIBER 532 FOLIO 182 ON September 14, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275125

RECORDED IN LIBER 533 FOLIO 529 ON October 28, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE .50  
#320500 CT77 103 11:20

03/27/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 1990

AACO  
1480

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

553 535

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273078

RECORDED IN LIBER 527 FOLIO 407 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXX~~ ASSIGNEE  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<input checked="" type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)
SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020	

RECORD FEE CK 10.00  
POSTAGE .50  
4320510 CT 17 REC 11/120  
03/27/90  
H. ERLE SCHAEFER  
AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

553 ME536

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273077

RECORDED IN LIBER 527 FOLIO 406 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE .50  
#20520 CPT 703 71120  
03/27/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated February 22, 1990

AACO  
1420

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273063

RECORDED IN LIBER 527 FOLIO 392 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE .50  
#20530 CTT R03 T11:20  
AA CO. FOURCENHORY

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1434

**UNIFORM COMMERCIAL CODE**  
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273061

RECORDED IN LIBER 527 FOLIO 390 ON June 2, 1988 (DATE)

**1. DEBTOR**

Name TransFinancial Leasing Corporation  
 Address The Steffey Bldg., Suite 200-B, 407 Grain Hwy., Glen Burnie, Md. 21061

**2. SECURED PARTY**

Name Irvington Federal Savings and Loan Assn.  
 Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

**3. Maturity date of obligation (if any)** \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

**A. Continuation** ☐  
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

**B. Partial Release** ☐  
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

**C. Assignment** ☒  
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

**D. Other:** ☐  
 (Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
 50 Rockefeller Plaza  
 New York, New York 10020

RECORD FEE 10.00  
 POSTAGE CK .50  
 JAN 10 1990

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
 (Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
 Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273076

RECORDED IN LIBER 527 FOLIO 405 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

XXXXXXXXX ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE ☒ 10.00  
POSTAGE .50  
9620550 0777 A03 111:21  
03/27/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1421

553 540

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273949

RECORDED IN LIBER 530 FOLIO 124 ON July 26, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 1.00

RECORD FEE 9.00

POSTAGE CK .50

2620560 6777 203 711:21

03/27/90

H. PAUL SCHAFER  
AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 1990

AACO  
1464

Susan L. Thompson  
(Signature of Secured Party)  
Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273075

RECORDED IN LIBER 527 FOLIO 404 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Grain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE  
POSTAGE  
#620570 CT  
03/27/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 1990

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1422

553 542

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273081

RECORDED IN LIBER 527 FOLIO 410 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE 10.00  
CK .50  
#620580 0777 R03 71421  
03/07/90  
H. EGLE SCHAFER  
AA CO. LINCOLN COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

553 543

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273066

RECORDED IN LIBER 527 FOLIO 395 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Grain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE

10.00

POSTAGE

CK .50

#620590-017 R03 111422

03/27/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1432

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 272854

RECORDED IN LIBER 527 FOLIO 52 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE 10.00  
POSTAGE CK .50  
MAR 20 1990 11:22  
03/27/90

U.S. DISTRICT COURT  
FEDERAL BUREAU OF INVESTIGATION

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1387

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273064

RECORDED IN LIBER 527 FOLIO 393 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00

POSTAGE CK .50

#620610 CT 17 103 711:72

03/27/90

H. FILE SCHAFER

AA CO. CIRCUIT COURT

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1433

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273074

RECORDED IN LIBER 527 FOLIO 403 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE 10.00  
POSTAGE CK .50

#000620 0777 103 111:22  
03/21/90

H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 1990

AACO  
1423

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

553 547

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272853

RECORDED IN LIBER 527 FOLIO 51 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE CK .50  
H&CO 3000 1111 1111 1111  
03/27/90  
H. ERLE SCHAFER  
44 CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1386

553 548

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273084

RECORDED IN LIBER 527 FOLIO 413 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00

POSTAGE CK 1.50

4620640 0777 R03 T11 123

03/21/90

AA CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1413

553 549

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273086

RECORDED IN LIBER 527 FOLIO 415 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

XN&M&M&X ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE CK .05  
#620650 CT77 R03 T11:23  
03/27/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT  
POSTAGE .45  
#620660 CT77 R03 T11:23  
03/27/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1410

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273083

RECORDED IN LIBER 527 FOLIO 412 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE 1.00  
RECORD FEE 9.00  
POSTAGE .50  
CK

#610670 0777 603 7/11/88  
03/27/90  
H. EARLE SCHAFER  
AA CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

**UNIFORM COMMERCIAL CODE**  
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273087

RECORDED IN LIBER 527 FOLIO 416 ON June 2, 1988 (DATE)

**1. DEBTOR**

Name TransFinancial Leasing Corporation  
 Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

**2. SECURED PARTY**

Name Irvington Federal Savings and Loan Assn.  
 Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/>          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/>          From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/>          (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP.          50 Rockefeller Plaza          New York, New York 10020</p>	

RECORD FEE 10.00  
 POSTAGE .50  
 CK

RECORDED BY 103 711:24

03/27/90

H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated FEB 22 1990

Susan L. Thompson  
 (Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
 Type or Print Above Name on Above Line

AACO  
 1411

**UNIFORM COMMERCIAL CODE**  
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273082

RECORDED IN LIBER 527 FOLIO 411 ON June 2, 1988 (DATE)

**1. DEBTOR**

Name TransFinancial Leasing Corporation  
 Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

**2. SECURED PARTY**

Name Irvington Federal Savings and Loan Assn.  
 Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
 (Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
 50 Rockefeller Plaza  
 New York, New York 10020

RECORD FEE 10.00  
 POSTAGE .50  
 CK

4620690 0777 103 711424

03/27/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated February 22, 1990

Susan L. Thompson  
 (Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
 Type or Print Above Name on Above Line

553 553

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273085

RECORDED IN LIBER 527 FOLIO 414 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~Debtor~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE ☒ .50  
HSC0700 117 R03 111424

03/27/90

H. ENLE SCHAFER  
AA CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1412

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272856

RECORDED IN LIBER 527 FOLIO 54 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE 10.00  
POSTAGE 35  
4420110-0 TT ROT 111724  
03/27/90  
SCHAFER  
AA CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272859

RECORDED IN LIBER 527 FOLIO 57 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE 10.00  
POSTAGE CK .50  
#620720-0117 R03 7/11/24  
03/27/90  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

553 556

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272849

RECORDED IN LIBER 527 FOLIO 47 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORDED FEE 10.00  
POSTAGE CK .50  
4620731-177 R03 141425  
03/27/90  
H. FINE SCHAFER  
AA CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272852

RECORDED IN LIBER 527 FOLIO 50 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP. 50 Rockefeller Plaza New York, New York 10020</p>	

RECORD FEE 10.00  
POSTAGE CK .50  
#020740 0377 1003 711425  
03/27/90

BY ERIC SCHAFER  
SA CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

553 558

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273093

RECORDED IN LIBER 527 FOLIO 422 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE CK .50  
#620750.00 77 403 711425  
03/27/90  
J. SCHAFER

44 CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1404

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272850

RECORDED IN LIBER 527 FOLIO 48 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD F 10.00  
POSTAGE CK .50  
200760 77 803 711425  
03/27/90  
H. ERIC SCHAFER  
CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272863

RECORDED IN LIBER 527 FOLIO 61 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

XXXXXXXX ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE .50  
#620770 777 003/711:25

CK 03/27/90

H. DRLE SCHAFER  
AA CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273090

RECORDED IN LIBER 527 FOLIO 419 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE .50  
#320780 CT 103 11/12/88  
GX 03/27/90  
H. ERLE SCHAFER  
H. CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

AACO  
1406

**UNIFORM COMMERCIAL CODE**  
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273092

RECORDED IN LIBER 527 FOLIO 421 ON June 2, 1988 (DATE)

**1. DEBTOR**

Name TransFinancial Leasing Corporation  
 Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

**2. SECURED PARTY**

Name Irvington Federal Savings and Loan Assn.  
 Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/>          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/>          From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/>          (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP.          50 Rockefeller Plaza          New York, New York 10020</p>	

RECORD FEE 10.00  
 POSTAGE .50  
 #620770 1 77 103 711-26  
 CK 03/27/90  
 H. L. E. SCHAFER  
 AA CO. CIRCUIT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
 (Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
 Type or Print Above Name on Above Line

AACO  
 1405

**UNIFORM COMMERCIAL CODE**  
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273091

RECORDED IN LIBER 527 FOLIO 420 ON June 2, 1988 (DATE)

**1. DEBTOR**

Name TransFinancial Leasing Corporation  
 Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

**2. SECURED PARTY**

Name Irvington Federal Savings and Loan Assn.  
 Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

**3. Maturity date of obligation (if any)** \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

**A. Continuation** ☐  
 The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

**B. Partial Release** ☐  
 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

**C. Assignment** ☒  
 The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

**D. Other:** ☐  
 (Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
 50 Rockefeller Plaza  
 New York, New York 10020

RECORDED FEE 10.00  
 CK .50  
 02/20/90  
 03/27/90  
 H. ERIC SCHAFER  
 9A CO. DISTRICT COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
 (Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
 Type or Print Above Name on Above Line

553 564

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273089

RECORDED IN LIBER 527 FOLIO 418 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Grain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

XXXXXXXX ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE CK .50  
4220310 0777 R03 71126  
03/27/90  
H. ERNE SCHAFER  
CIRCUIT COURT

Dated FEB 22 1990

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IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273088

RECORDED IN LIBER 527 FOLIO 417 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

RECORD FEE 10.00  
POSTAGE CK .50  
4670820 CTTT R03 711:26  
03/27/90  
H. COLE SCHAFER  
AS CO. CLERK COURT

Dated FEB 22 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Maxwell Communication  
Corporation Memphis  
828 E. Holmes Road  
Memphis, TN 38116

2. Secured Party(ies) and address(es)

Quebecor Printing (USA), Inc.  
320 Campus Drive  
Somerset, New Jersey 07083  
Attn: Vice-President Legal Affairs

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#722840 C237 R02 T11:53  
03/27/90

9. ERLE SCHAFFER  
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. \_\_\_\_\_

Filed with MD - Ann Arundel Cty

Date Filed 3/9

19 90

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. ☒ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9 ☐ Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Credit Suisse Canada,  
as Collateral Agent  
1001 de Maisonneuve Blvd. West, Suite 300  
Montreal, Quebec H3A 3C8 CANADA  
Attn: Vice-President Corporate Banking

Na. of additional Sheets presented:

Quebecor Printing (USA), Inc.

By:-

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By:-

Claudine Tremblay,

Signature(s) of Secured Party(ies) **Secretary**

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Dated FEBRUARY 26, 1950

(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

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1426

BOOK 553 PAGE 567

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273071

RECORDED IN LIBER 527 FOLIO 400 ON June 2, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corporation  
Address The Steffey Bldg., Suite 200-B, 407 Crain Hwy., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Assn.  
Address 7711 Quarterfield Road, Glen Burnie, Md. 21061

~~XXXXXXX~~ ASSIGNEE

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK ☒ FORM OF STATEMENT

A. Continuation ☐  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release ☐  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment ☒  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: ☐  
(Indicate whether amendment, termination, etc.)

SOCIETE GENERALE FINANCIAL CORP.  
50 Rockefeller Plaza  
New York, New York 10020

Dated February 22, 1990

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

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1426

RECORD FEE 10.00  
POSTAGE GK .50  
#620440 03/27/90  
H. ERNE SCHAFER  
44 CO. CIRCUIT COURT

553 PAGE 568

280394

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Mr. Tire, Inc. Annapolis  
1920 West Street  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

Capital Petroleum & Supply, Inc.  
615 F Hampton Pk Blvd  
Capitol Heights, MD 20743

3. Maturity date (if any):

For Filing Officer  
(Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

See attached "Exhibit A"

(COUNTY)

Together with all attachments, accessories and replacements thereof now existing or hereafter acquired. INDEBTEDNESS SECURED EXCEEDS XXXXXXX \$200.00. The equipment herein described is located on the business premises of the debtor and title is vested in the name of the secured party named herein. Valvoline Inc. holds a security interest in this equipment.

\$21,200

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00  
POSTAGE .50

CK

H. ERLE SCHAFER  
ANNO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered:

☒ Proceeds of Collateral are also covered.

☐ Products of Collateral are also covered.

No. of additional Sheets presented:

Filed with: Anne Arundel Co

Mr. Tire, Inc. Annapolis

Capital Petroleum & Supply, Inc.

By:

*Freddie J. Romanek, Jr.*

Signature(s) of Debtor(s)

By:

*[Signature]*

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

EXHIBIT A

<u>EQUIPMENT LOCATION</u>	<u>EQUIPMENT</u>	<u>SERIAL #</u>
1920 West Street Annapolis, MD 21401	2 FS 20-8 Globe Hoists	39K40556 39K40644
	4 FS10 AS Globe Hoists	39K40755 39K40750 39K40748 39K40749
6761 Old Alexandra Ferry Road Clinton, MD 20735	3 FS 20-8 Globe Hoists	39K40937 39K40936 39K40935
	4 FS 10 AS Globe Hoists	39K40789 39K40790 39K40791 39K40795 39K40794 39K40788
2441 Jefferson Street Leonardtown, MD 20650	2 FS 20-8 Globe Hoists	39K40658
	3 FS 10 AS Globe Hoists	39K41107 39K40549 39K41108
6332 Baltimore National Pike Baltimore, MD 21228	2 FS 10 AS Globe Hoists	39K40751 39K40775
	1 FS 20-8 Globe Hoists	39K40568
5910 Liberty Road Baltimore, MD 21207	1 FS 10 AS Globe Hoist	39K40366
9375 U.S. Route 1 Savage, MD 20707	5 FS 20-8 Globe Hoist 1 FS 10 AS Globe Hoist	
9435 Baltimore National Pike Ellicott City, MD 21043	1 FS 20-8 Globe Hoist	00C-042977
3833 Erdman Avenue Baltimore, MD 21213	1 FS20-8 Globe Hoists 2 FS10 AS Globe Hoists	
509 Ritchie Highway Severna Park, MD 21146	2 FS 20-8 Globe Hoists	39K04045 39K03838
	5 FS 10 AS Globe Hoists	39K03741 39K04036 39K04037

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280395

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Mr. Tire, Inc. Severna Park  
509 Ritchie Highway  
Severna Park, MD 21146

2. Secured Party(ies) and address(es)

Capital Petroleum & Supply, Inc.  
615 F Hampton Pk Blvd  
Capitol Heights, MD 20743

For Filing Officer  
(Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

See attached "Exhibit A "

(COUNTY)

Together with all attachments, accessories and replacements thereof now existing or hereafter acquired. INDEBTEDNESS SECURED EXCEEDS XXXXXXX \$200.00. The equipment herein described is located on the premises of the debtor and title is vested in the name of the secured party named herein. Valvoline Inc. holds a security interest in this equipment.

*Debt \$24,100*

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Check ☒ if covered:

☒ Proceeds of Collateral are also covered.

☐ Products of Collateral are also covered.

No. of additional Sheets presented:

Filed with:

*ANNE SMITH Co*

Mr. Tire, Inc. Severna Park

Capital Petroleum & Supply, Inc.

By:

*Medue J. Amadio Pres.*

Signature(s) of Debtor(s)

By:

*[Signature]*

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(A) FILING OFFICER COPY - ALPHABETICAL

EXHIBIT A

<u>EQUIPMENT LOCATION</u>	<u>EQUIPMENT</u>	<u>SERIAL #</u>
1920 West Street Annapolis, MD 21401	2 FS 20-8 Globe Hoists	39K40556 39K40644
	4 FS10 AS Globe Hoists	39K40755 39K40750 39K40748 39K40749
6761 Old Alexandra Ferry Road Clinton, MD 20735	3 FS 20-8 Globe Hoists	39K40937 39K40936 39K40935
	4 FS 10 AS Globe Hoists	39K40789 39K40790 39K40791 39K40795 39K40794 39K40788
2441 Jefferson Street Leonardtown, MD 20650	2 FS 20-8 Globe Hoists	39K40658
	3 FS 10 AS Globe Hoists	39K41107 39K40549 39K41108
6332 Baltimore National Pike Baltimore, MD 21228	2 FS 10 AS Globe Hoists	39K40751 39K40775
	1 FS 20-8 Globe Hoists	39K40568
5910 Liberty Road Baltimore, MD 21207	1 FS 10 AS Globe Hoist	39K40366
9375 U.S. Route 1 Savage, MD 20707	5 FS 20-8 Globe Hoist	
	1 FS 10 AS Globe Hoist	
9435 Baltimore National Pike Ellicott City, MD 21043	1 FS 20-8 Globe Hoist	00C-042977
3833 Erdman Avenue Baltimore, MD 21213	1 FS20-8 Globe Hoists	
	2 FS10 AS Globe Hoists	
509 Ritchie Highway Severna Park, MD 21146	2 FS 20-8 Globe Hoists	39K04045 39K03838
	5 FS 10 AS Globe Hoists	39K03741 39K04036 39K04037

80-7747

ET166701.FIS  
0960

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INDEMNITY  
FINANCING STATEMENT

TO BE RECORDED AMONG  
THE FINANCING RECORDS OF  
ANNE ARUNDEL COUNTY

AMERICAN TITLE GUARANTEE CORPORATION  
120 EAST BALTIMORE ST.  
SUITE 1800  
BALTIMORE MARYLAND 21202

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code. No recordation tax is payable in connection with the recordation of this Financing Statement.

1. NAME AND ADDRESS  
OF INDEMNITOR:

Legum Cromwell  
Joint Venture  
c/o The Parkway Companies  
7223 Parkway Drive  
Hanover, Maryland 21076

2. NAME AND ADDRESS  
OF SECURED PARTY:

Equitable Bank, National  
Association  
100 South Charles Street  
Baltimore, Maryland 21201  
Attn: Real Estate Finance  
Department

3. This Financing Statement covers all right, title and interest of the Indemnitor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Indemnitor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of

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insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in an Indemnity Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Indemnitor for the benefit of Philip Carroll and Hunter F. Calloway, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the

553 574

right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

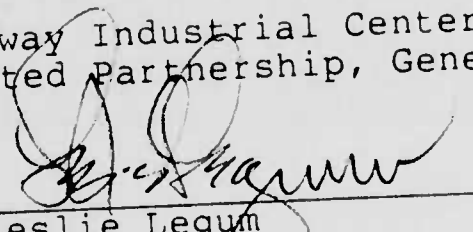
5. The Indemnitor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Indemnitor.

INDEMNITOR:

LEGUM CROMWELL JOINT VENTURE

By: Parkway Industrial Center  
Limited Partnership, General Partner

By:  (SEAL)  
Leslie Legum  
General Partner

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

AMERICAN TITLE GUARANTEE CORPORATION  
120 EAST BALTIMORE ST.  
SUITE 1800  
BALTIMORE MARYLAND 21202

PARCEL I:

BEING KNOWN AND DESIGNATED as the "Residue Parcel", containing 58.330 A±, and the "20' Widening Strip" parcel, containing 0.840 A±, both as shown on that certain subdivision plat entitled, "Cromwell-Hoenes Subdivision", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 124, folios 49 and 50. SAVING & EXCEPTING, however, so much thereof as is described on Exhibit B attached hereto constituting a portion of a floodplain area dedicated to public use therefor.

PARCEL II:

BEING KNOWN AND DESIGNATED as "Reserved Parcel One", containing 6.7514 A±, as shown on that certain subdivision plat entitled, "Plat Two, Business Park at the Airport", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 103, folios 32 through 34, inclusive. (So much of said parcel as is described on Exhibit C attached hereto is the subject of State Highway Administration condemnation proceedings as noted on the plat aforesaid.)

PARCEL III:

BEING KNOWN AND DESIGNATED as "Reserved Parcel Two", containing 2.5568 A±, as shown on that certain subdivision plat entitled, "Plat Two, Business Park at the Airport", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 103, folios 32 through 34, inclusive.

PARCEL IV:

- A) BEING KNOWN AND DESIGNATED as "Residue" parcel, containing 14.06 A±, as shown on that certain subdivision plat entitled, "Lots 2R & 3R, Resubdivision of Plat Two, Business Park at the Airport, Area Two", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 114, folios 24 and 25. (So much of said parcel as is described on Exhibit D attached hereto is the subject of State Highway Administration condemnation proceedings as noted on the plat aforesaid.)
- B) Parcel of ground containing 0.2425 A± adjoining the aforesaid "Residue Parcel" and being more particularly described on Exhibit E attached hereto.

PARCEL V:

BEING KNOWN AND DESIGNATED as Lot 3R, containing 10.08 A±, as shown on that certain subdivision plat entitled, "Lots 2R & 3R, Resubdivision of Plat Two, Business Park at the Airport, Area Two", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 114, folios 24 and 25.

PARCEL VI:

Parcel of ground containing 8.8583 A± (sometimes being referred to as "Lot 2B") and being more particularly described on Exhibit F attached hereto.

PARCEL VII:

- A) Parcel of ground containing 0.1754 A± adjoining Parcel I and being more particularly described on Exhibit G attached hereto.
- B) Parcel of ground containing 0.0999 A± adjoining Parcel I and being more particularly described on Exhibit H attached hereto.

NOTE: By Order of the Circuit Court for Anne Arundel County dated September 27, 1989 entered in Case No. 3113538 (CSP), the name of the subdivision known as "Business Park at the Airport" has been changed to "Cromwell Business Park".

PARCEL VIII:

SEE EXHIBIT A, PAGES 3 AND 4

Exhibit A, continued - Page 3 of 4

PARCEL - VIII

BOOK 553 PAGE 577

WHC/slm  
03/13/90  
01-88-012X

BOUNDARY DESCRIPTION FOR  
CROMWELL BUSINESS PARK  
LEGUM CROMWELL JOINT VENTURE  
(LIBER 4768/FOLIO 571)

A parcel of land lying in the 5th Election District of Anne Arundel County, more particularly described as follows:

BEGINNING at a point on the northerly right-of-way line of Evelyn Avenue (40' R/W), said point being the southwesterly corner of the parcel herein described and also the southeasterlymost corner of a parcel described in a conveyance to Legum Cromwell Joint Venture and recorded among the Land Records of Anne Arundel, Maryland in Liber 4768 at Folio 571; thence with and along the easterly line of said Legum Cromwell land and part of the outline of Reserve Parcel No. 2 (PB 103, Pg. 33)

1) North 09°30'36" East, a distance of 354.00 feet to the northwesterly corner of the parcel now being described; thence continuing with the outline of said Reserve Parcel No. 2

2) South 70°17'09" East, a distance of 101.61 feet to a common corner between the parcel herein described, the aforesaid Reserve Parcel No. 2 and the Floodplain and Lot 3 both as shown on a plat entitled "AMENDED PLAT TWO, BUSINESS PARK AT THE AIRPORT, AREA TWO" (PB 103/Pg 33); thence with and along the westerlymost line of said Lot 3

3) South 09°30'36" West, a distance of 336.00 feet to a point on the northerly right-of-way line of the aforementioned Evelyn

Avenue; thence with and along said northerly right-of-way line

4) North 80°29'24" West, a distance of 100.00 feet, to the POINT OF BEGINNING of the herein described parcel containing 0.7920 acres of land, more or less.

Being the same parcel of land described in a conveyance from Robert E. Thompson and Mary J. Thompson to Robert E. Thompson and Charlotte O. Thompson dated October 20, 1977 and recorded in the aforementioned land records in Liber 3019 at Folio 631.

The Meridian for all bearings and distances are based on the North American Datum as established in 1927 by the U.S. Coast and Geodetic Survey.

EXHIBIT - B

Title Commitment Parcel Designation - P/O Parcel I

BOOK 553 PAGE 579

JMB/slm  
01/02/90  
01-88-012X

BOUNDARY DESCRIPTION  
FOR  
CROMWELL BUSINESS PARK  
OVERLAP NO. 1  
EAST OF HOLLINS FERRY ROAD  
NORTH OF EVELYN AVENUE

A parcel of land lying in the 5th Election District of Anne Arundel County, Maryland and being shown on Tax Map 9, Block 4, as part of Parcel 118, being an overlap of Parcel 289 and Parcel 118 and more particularly described as follows:

BEGINNING at a pipe set at the end of 7th line of that parcel of land which by deed dated February 19, 1986, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4039 at folio 303, was granted and conveyed by George T. Cromwell, Jr. and Mary K. Hoenes, Co-Personal Representatives of the Estate of Emory Luther Cromwell, deceased, to George T. Cromwell, Jr. and Mary K. Hoenes, said point being designated as point no. 987 as shown on a plat entitled "CROMWELL-HOENES SUBDIVISION" recorded among the aforesaid land records in Plat Book 124 at folios 49 & 50, said point being the POINT OF BEGINNING; thence binding on the outline of said record plat,

(1) North 73 degrees 54 minutes 16 seconds West, a distance of 1.23 feet to a point of intersection of said line and the 3rd line of the Floodplain whose description is included herewith, and as delineated on a plat entitled "AMENDED PLAT TWO BUSINESS PARK AT THE AIRPORT AREA TWO" and recorded among the aforesaid land

records in Plat Book 103 folio 33, being located 8.08 feet from the end of said 3rd line; thence binding on the aforesaid Floodplain,

(2) North 05 degrees 56 minutes 35 seconds East, a distance of 90.92 feet to the beginning of said 3rd line, being designated as point no. 302 on the last mentioned plat; thence continuing with the Floodplain,

(3) South 72 degrees 33 minutes 25 seconds East, a distance of 1.49 feet to intersect the boundary of the 1st mentioned plat herein; thence

(4) South 06 degrees 05 minutes 44 seconds West, a distance of 90.84 feet, to the POINT OF BEGINNING;

CONTAINING 0.0028 acres of land, more or less.

Being the same parcel of land as delineated on an unrecorded plat entitled "BOUNDARY PLAT FOR CROMWELL PROPERTY" dated May 1988 and prepared by John E. Harms, Jr. & Associates, Inc. for Legum Cromwell Joint Venture, and being designated as a 0.003 Ac. Gap thereon, and more accurately documented thereon by The Overlap Detail "A".

The Meridian for all bearings and distances are based on the North American Datum as established in 1927 by the U.S. Coast and Geodetic Surveys.

EXHIBIT - C

Title Commitment Parcel Designation - P/O Parcel II

WHC/slm  
03/13/90  
01-88-012X

BOUNDARY DESCRIPTION FOR  
CROMWELL BUSINESS PARK  
PROPOSED RIGHT-OF-WAY  
TAKING FROM RESERVE PARCEL NO.1

BOOK 553 PAGE 581

A parcel of land lying in the 5th Election District of Anne Arundel County, Maryland, more particularly described as follows:

BEGINNING at a point of intersection of the proposed westerly right-of-way line and the southerly line of Reserve Parcel No. 1 said point being also common to a point on the northerly line of the Floodplain as shown on a plat entitled "AMENDED PLAT TWO, BUSINESS PARK AT THE AIRPORT, AREA TWO" having been recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 103 at Folio 33; thence with and along the proposed westerly right-of-way line as defined on S.R.C. Plat No. 51847 the following two (2) courses and distances

1) North 31°40'55" East, a distance of 131.09 feet; thence

2) North 27°51'53" East, a distance of 69.88 feet to a point in the existing westerly right-of-way line, being also a point in the easterly line of reserve Parcel No. One of which the parcel herein described is a part; thence with and along the westerly line of the aforementioned existing right-of-way line

3) South 00°29'01" East, a distance of 186.11 feet to a point at the southeasterly corner of said Reserve Parcel No. One and being also the northeasterly corner of the aforementioned

Floodplain; thence with and along the line common to the last mentioned parcels

553 PAGE 582

4) North  $82^{\circ}56'08''$  West, a distance of 103.87 feet, to the POINT OF BEGINNING of the herein described parcel containing 0.2130 acres of land, more or less.

Being a proposed right-of-way taking from part of Reserve Parcel No. One as delineated on S.R.C. Plat No. 51847.

The Meridian for all bearings and distances are based on the North American Datum as established in 1927 by the U.S. Coast and Geodetic Surveys.

EXHIBIT - D

Title Commitment Parcel Designation - IV C

553 PAGE 583

JMB/slm  
01/02/90  
01-88-012X

BOUNDARY DESCRIPTION  
FOR  
CROMWELL BUSINESS PARK  
OVERLAP NO. 2  
WEST OF THE GLEN BURNIE BYPASS  
NORTH OF DORSEY ROAD

A parcel of land lying in the 5th Election District of Anne Arundel County, Maryland and being shown on Tax Map 9, Block 4, as part of Parcel 118, being an overlap of the proposed Glen Burnie By-Pass and the Residue Parcel more particularly described as follows:

BEGINNING at a point on the proposed Right-of-Way line of Glen Burnie By-Pass as delineated on S.H.A. Plat No. 51847, said point being 222.58 feet radially outward from Baseline of Right-of-Way Station 135+85.09, said point being the POINT OF BEGINNING; thence binding on the northerly line of the Residue Parcel shown on a plat entitled "RESUBDIVISION OF PLAT TWO BUSINESS PARK AT THE AIRPORT" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 105 at folio 9,

(1) South 78 degrees 16 minutes 10 seconds East, a distance of 3.79 feet; thence binding on the outline of said Residue Parcel the following 4 courses and distances

(2) South 17 degrees 21 minutes 00 seconds West, a distance of 213.79 feet; thence

(3) South 24 degrees 31 minutes 00 seconds West, a distance of 436.00 feet; thence

(4) South 38 degrees 36 minutes 00 seconds West, a distance of 114.00 feet; thence

(5) South 45 degrees 06 minutes 00 seconds West, a distance of 73.34 feet to a point of intersection of said proposed right-of-way and the outline of the aforementioned Residue Parcel; thence binding on the aforesaid proposed right-of-way the following 3 courses and distances,

(6) North 28 degrees 00 minutes 27 seconds East, a distance of 457.40 feet to a point 95.00 feet westerly and perpendicular to Baseline of Right-of-Way Ramp A Station 13+50.00; thence

(7) North 22 degrees 39 minutes 35 seconds East, a distance of 249.31 feet to a point radially inward 117.00 feet from baseline station 11+00 of same; thence

(8) North 26 degrees 07 minutes 19 seconds East, a distance of 120.83 feet, to the POINT OF BEGINNING;

CONTAINING 0.5102 acres of land, more or less.

Being a part of that parcel of land labeled Parcel 118, and part of that parcel of property as delineated on a plat entitled "RESUBDIVISION OF PLAT TWO, BUSINESS PARK AT THE AIRPORT" previously referred to herein, being also partly represented on S.H.A. Plat Nos. 51847, 49555, 49564 as Right-of-Way Line of Through Highway.

The Meridian for all bearings and distances are based on the

Cromwell Business Park  
Overlap No.2

3

01/02/90

North American Datum as established in 1927 by the U.S. Coast and  
Geodetic Surveys.

REV 553 PAGE 585

EXHIBIT - E

Title Commitment Parcel Designation - IV B

JMB/slm  
01/02/90  
01-88-012X

BOUNDARY DESCRIPTION  
FOR  
CROMWELL BUSINESS PARK  
VACANCY NO. 3  
WEST OF THE GLEN BURNIE BYPASS  
NORTH OF DORSEY ROAD

553 586

A parcel of land lying in the 5th Election District of Anne Arundel County, Maryland and being shown on Tax Map 9, Block 4, as part of Parcel 118, being a vacancy between The Residue Parcel and the Right-of-Way of Glen Burnie ByPass as proposed by The State Highway Administration and more particularly described as follows:

Commencing at a point on the western Right-of-Way of the proposed Glen Burnie Bypass, said point being located 55.00 feet radially inward from Baseline of Right-of-Way "RAMP-A" station 18+65, as shown on S.R.C. Plat No. 49555, said point being the POINT OF BEGINNING; thence binding on the said Right-of-Way line the following 4 courses and distances,

(1) Concave westerly, having a radius of 708.95 feet and a central angle of 24 degrees 13 minutes 27 seconds, thence southerly along the arc of said curve to the right, a distance of 299.74 feet; said arc subtended by a chord which bears South 59 degrees 36 minutes 57 seconds West 297.51 feet to a point of intersection with a non-tangent line; thence

(2) South 75 degrees 15 minutes 36 seconds West, a distance of 162.32 feet; thence

(3) South 71 degrees 43 minutes 41 seconds West, a distance

of 163.56 feet to a point 65.00 feet northwesterly and perpendicular to Baseline of Right-of-Way "RAMP-A" station 25+13.56, being the P.C. of Curve No. A-3 as designated on S.R.C. Plat No. 49564; thence continuing with the aforementioned westerly right-of-way line

(4) South 73 degrees 46 minutes 16 seconds West, a distance of 38.48 feet to a point where the said right-of-way is intersected by the extension of the westernmost boundary line of the Residue Parcel as delineated on a plat entitled "RESUBDIVISION OF PLAT TWO, BUSINESS PARK AT THE AIRPORT" and recorded among the Land records of Anne Arundel County, Maryland in Plat Book 114 at folio 25; thence binding on said line extended

(5) North 02 degrees 19 minutes 58 seconds East, a distance of 5.99 feet to the southwesternmost corner of said Residue Parcel being designated as point no. 670 on the aforesaid plat; thence binding on the southerly boundary line of the said Residue Parcel the following 5 courses and distances,

(6) North 71 degrees 29 minutes 18 seconds East, a distance of 141.43 feet; thence

(7) North 69 degrees 19 minutes 52 seconds East, a distance of 358.30 feet; thence

(8) North 59 degrees 23 minutes 37 seconds East, a distance of 83.58 feet; thence

(9) North 55 degrees 00 minutes 17 seconds East, a distance of 66.35 feet; thence

(10) North 45 degrees 06 minutes 00 seconds East, a distance

of 36.66 feet to a point where the aforesaid Residue Parcel is intersected by the aforementioned right-of-way; thence

(11) South 28 degrees 00 minutes 27 seconds West, a distance of 34.01 feet, to the POINT OF BEGINNING;

CONTAINING 0.2425 acres of land, more or less.

Being a vacancy of land between the Residue Parcel as shown on a plat entitled "RESUBDIVISION OF LOTS 2 & 3 AS SHOWN ON PLATS RECORDED AT P. B. 103, PAGE 33; RESUBDIVISION OF PLAT TWO, BUSINESS PARK AT THE AIRPORT, AREA TWO" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 114 at folio 25, and the proposed Right-of-Way of the Glen Burnie ByPass as delineated on the S.R.C. Plat Nos. 51847, 49555, 49564.

The Meridian for all bearings and distances are based on the North American Datum as established in 1927 by the U.S. Coast and Geodetic Surveys.

EXHIBIT - F

Title Commitment Parcel Designation - VI

JMB/slm  
01/02/90  
01-88-012X  
rev.02-02-90BOUNDARY DESCRIPTION  
FOR  
CROMWELL BUSINESS PARK  
PARCEL 2B  
BETWEEN HAMMONDS FERRY AND  
HOLLINS FERRY ROADS

BOOK 553 PAGE 589

A parcel of land lying in the 5th Election District of Anne Arundel County, Maryland and being shown on Tax Map 9, Block 4, as part of Parcel 519 and more particularly described as follows:

BEGINNING at a point located on the eastern Right-of-Way line of Hammonds Ferry Road, said point being 65.00 feet in an northeasterly direction and perpendicular to station 41+44.50 on the Baseline of Right-of-Way as recorded on State Roads Commission Plat No. 39659, said point being the point of intersection of said right-of-way and the centerline of a perpetual easement as shown on the above mentioned plat, said point being designated as point no. 27 on a plat entitled "RESUBDIVISION OF PLAT ONE, BUSINESS PARK AT THE AIRPORT, CARDINAL INDUSTRIES, INC. PROPERTY" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 94 at folio 24, said point being the POINT OF BEGINNING; thence binding on The Muddy Creek Branch for the following 23 courses and distances as represented by the southern boundary line of Lot 2 on the aforementioned record plat, being the same line as the northern boundary line of Parcel 2B as documented on an unrecorded plat entitled "RUNWAY 28 CLEAR ZONE BOUNDARY SURVEY" dated April, 1986 and prepared by Greiner Engineering Sciences, Inc., also being the

Cromwell Business Park  
Parcel 2B

2

01/02/90

553 590

northern boundary line for Parcel 2 as shown on an unrecorded plat entitled "PROPOSED STATE ROADS COMMISSION PROPERTY TAKING of the BUSINESS PARK AT THE AIRPORT" dated December 1986, prepared by John E. Harms, Jr. & Associates, Inc.,

(1) North 68 degrees 58 minutes 48 seconds East, a distance of 77.06 feet; thence

(2) South 81 degrees 20 minutes 45 seconds East, a distance of 30.24 feet; thence

(3) South 33 degrees 17 minutes 45 seconds East, a distance of 21.41 feet; thence

(4) South 65 degrees 05 minutes 52 seconds East, a distance of 43.97 feet; thence

(5) South 62 degrees 12 minutes 47 seconds East, a distance of 49.26 feet; thence

(6) South 62 degrees 39 minutes 27 seconds East, a distance of 69.69 feet; thence

(7) South 78 degrees 20 minutes 21 seconds East, a distance of 73.00 feet; thence

(8) South 11 degrees 12 minutes 13 seconds East, a distance of 42.84 feet; thence

(9) South 77 degrees 17 minutes 31 seconds East, a distance of 31.86 feet; thence

(10) South 60 degrees 57 minutes 57 seconds East, a distance of 36.92 feet; thence

(11) North 82 degrees 09 minutes 36 seconds East, a distance of 21.66 feet; thence

(12) South 38 degrees 50 minutes 41 seconds East, a distance of 36.39 feet; thence

(13) North 68 degrees 19 minutes 42 seconds East, a distance of 25.66 feet; thence

(14) North 89 degrees 16 minutes 05 seconds East, a distance of 42.59 feet; thence

(15) South 68 degrees 55 minutes 59 seconds East, a distance of 71.67 feet; thence

(16) South 10 degrees 03 minutes 34 seconds East, a distance of 12.76 feet; thence

(17) South 63 degrees 35 minutes 00 seconds East, a distance of 43.22 feet; thence

(18) North 58 degrees 31 minutes 20 seconds East, a distance of 58.50 feet; thence

(19) North 85 degrees 26 minutes 21 seconds East, a distance of 89.41 feet; thence

(20) North 74 degrees 42 minutes 58 seconds East, a distance of 96.63 feet; thence

(21) North 85 degrees 50 minutes 12 seconds East, a distance of 105.62 feet; thence

(22) North 56 degrees 42 minutes 35 seconds East, a distance of 114.69 feet; thence

(23) North 67 degrees 57 minutes 57 seconds East, a distance of 9.55 feet to a point on westerly Right-of-Way line of Hollins Ferry Road (Ex. 40.00 feet Right-of-Way), said point being designated as point no. 4 on the aforementioned plat of Cardinal

Industries, Inc. Property and being the point of location of an iron pipe found as shown on the aforesaid RUNWAY 28 CLEAR ZONE BOUNDARY SURVEY; thence binding on the 26th line of the last mentioned plat and with the existing aforesaid right-of-way,

(24) South 05 degrees 56 minutes 19 seconds West, a distance of 432.86 feet to a point where the RUNWAY 28 CLEAR ZONE intersects the Right-of-Way of Hollins Ferry Road; the bearing differing from the last mentioned plat due to a discrepancy in surveys between Greiner Engineering Sciences, Inc. and John E. Harms, Jr. & Associates, Inc.; thence binding on the northern boundary line of said clear zone as surveyed by John E. Harms, Jr. & Associates, Inc.,

(25) South 85 degrees 28 minutes 56 seconds West, a distance of 799.28 feet to a point where the aforesaid clear zone intersects the easternmost Right-of-Way line of Hammonds Ferry Road (Ex. 130.00 feet Right-of-Way); thence binding on said right-of-way as delineated on the aforementioned S.R.C. Plat No. 39659,

(26) North 20 degrees 55 minutes 12 seconds West, a distance of 619.95 feet, to the POINT OF BEGINNING;

CONTAINING 8.8583 acres of land, more or less.

Being the same parcel of land as delineated on the plat entitled "RUNWAY 28 CLEAR ZONE BOUNDARY SURVEY" and designated as Parcel 2B, dated April 1986 and prepared by Greiner Engineering Sciences, Inc., being an unrecorded plat, being also part of that

Cromwell Business Park  
Parcel 2B

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parcel of land conveyed in a deed from George T. Cromwell, Jr., and Barbara T. Cromwell, Mary Kaiser Hoenes and Richard Hoenes to Cromwell Farms, Inc. recorded among the Land Records of Anne Arundel County, Maryland in Liber 2165 at folio 6.

The Meridian for all bearings and distances are based on the North American Datum as established in 1927 by the U.S. Coast and Geodetic Surveys.

EXHIBIT - G

Title Commitment Parcel Designation - VII A

JMB/slm  
01/02/90  
01-88-012X

BOUNDARY DESCRIPTION  
FOR  
CROMWELL BUSINESS PARK  
VACANCY NO. 1  
EAST OF HOLLINS FERRY ROAD  
NORTH OF EVELYN AVENUE

553 PAGE 594

A parcel of land lying in the 5th Election District of Anne Arundel County, Maryland and being shown on Tax Map 9, Block 4, as part of Parcel 118, being a vacancy between Parcel 289 and Parcel 118 and more particularly described as follows:

BEGINNING at a point located on the eastern Right-of-Way line of Hollins Ferry Road (Ex. 40.00 feet Right-of-Way), said point being the southwestern corner of the parcel of land as delineated on a plat entitled "CROMWELL-HOENES SUBDIVISION" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 124 at folios 49 & 50, said point being designated as point no. 988 on the plat just mentioned, said point being the POINT OF BEGINNING; thence binding on the southern boundary line of said plat, said line also being the southerly boundary line of a parcel of land represented on a unrecorded plat entitled "BOUNDARY PLAT FOR CROMWELL PROPERTY" dated May 1988, prepared by John E. Harms, Jr. & Associates, Inc. for Legum Cromwell Joint Venture,

(1) South 73 degrees 54 minutes 16 seconds East, a distance of 841.90 feet to a point being 1.23 feet from the end of said line; thence

(2) South 05 degrees 56 minutes 35 seconds West, a distance

Cromwell Business Park  
Vacancy No. 1

2

01/02/90

553 595

of 8.08 feet to a point being designated as point no. 303 on a plat entitled "AMENDED PLAT TWO, BUSINESS PARK AT THE AIRPORT AREA TWO" and recorded among the aforesaid land records in Plat Book 103 at folio 33; thence

(3) North 74 degrees 03 minutes 25 seconds West, a distance of 841.51 feet to a point on the eastern Right-of-Way line of Hollins Ferry Road, said point being designated as point no. 305 on the aforesaid plat; thence

(4) North 05 degrees 58 minutes 23 seconds East, a distance of 10.36 feet, to the POINT OF BEGINNING;

CONTAINING 0.1754 acres of land, more or less.

Being the same parcel of land as delineated on an unrecorded plat entitled "BOUNDARY PLAT FOR CROMWELL PROPERTY" dated May 1988 and prepared by John E. Harms, Jr. & Associates, Inc. for Legum Cromwell Joint Venture, and being designated as a 0.175 Ac. Gap thereon.

The Meridian for all bearings and distances are based on the North American Datum as established in 1927 by the U.S. Coast and Geodetic Surveys.

EXHIBIT - H

Title Commitment Parcel Designation - VII B

JMB/slm  
01/02/90  
01-88-012X

BOUNDARY DESCRIPTION  
FOR  
CROMWELL BUSINESS PARK  
VACANCY NO. 2  
EAST OF HOLLINS FERRY ROAD  
NORTH OF EVELYN AVENUE

553 596

A parcel of land lying in the 5th Election District of Anne Arundel County, Maryland and being shown on Tax Map 9, Block 4, as part of Parcel 118, being a vacancy between Parcel 289 and Parcel 118 and more particularly described as follows:

BEGINNING at a stone located at the end of the 11th line of a description of the Residue Parcel of the Cromwell-Hoenes Subdivision as prepared by John E. Harms, Jr. & Associates, Inc. and dated September 1989, said point being at the end of the 6th line of a conveyance from George T. Cromwell, Jr. and Mary K. Hoenes, Co-Personal Representatives of the Estate of Emory Luther Cromwell, deceased, to George T. Cromwell, Jr. and Mary K. Hoenes, dated February 19, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4039 at folio 303, said point also being designated as point no. 969 on a plat entitled "CROMWELL-HOENES SUBDIVISION" and recorded among the aforesaid land records in Plat Book 124 at folios 49 & 50, said point being the POINT OF BEGINNING; thence binding reversely on said 11th line

(1) South 72 degrees 24 minutes 16 seconds East, a distance of 605.61 feet to a monument set and designated as point no. 989 on the aforesaid plat; thence

BOOK 553 PAGE 597

(2) South 11 degrees 24 minutes 45 seconds West, a distance of 6.42 feet to a point designated as point no. 301 on a plat entitled "AMENDED PLAT TWO, BUSINESS PARK AT THE AIRPORT AREA TWO" recorded among the aforesaid land records in Plat Book 103 at folio 33; thence binding on the northerly boundary line of The Floodplain delineated on the aforementioned amended Plat Two.

(3) North 72 degrees 33 minutes 25 seconds West, a distance of 604.67 feet to a point; thence

(4) North 06 degrees 05 minutes 44 seconds East, a distance of 8.16 feet, to the POINT OF BEGINNING;

CONTAINING 0.0999 acres of land, more or less.

Being the same parcel of land as delineated on an unrecorded plat entitled "BOUNDARY PLAT FOR CROMWELL PROPERTY" dated May 1988 and prepared by John E. Harms, Jr. & Associates, Inc. for Legum Cromwell Joint Venture, and being designated as a 0.100 Ac. Gap thereon.

The Meridian for all bearings and distances are based on the North American Datum as established in 1927 by the U.S. Coast and Geodetic Surveys.

553 598

Form FHA-MD 462-1  
(Rev. 3-16-73)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
MODIFICATION STATEMENT

TO BE RECORDED: ☐ in the Land Records, ☒ in the Financing Records.

This statement is presented for filing pursuant to the Uniform Commercial Code.

Please return original Statement to Secured Party at its address shown below; attach photocopies of all original and modification statements hereto unless the original was filed in this office subsequent to July 1, 1971.

DEBTOR(S)	SECURED PARTY	For Filing Officer
<u>Fairfield Nursing Center, Inc.</u> <small>(Name)</small> <u>Arundel Nursing Center, Inc.</u> <small>(Name)</small> <u>1454 Fairfield Loop Road</u> <small>(Address)</small> <u>Crownsville, MD 21037</u>	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION <u>198 Thomas Johnson Drive</u> <small>(Address)</small> <u>Frederick, MD 21701</u>	

This statement refers to original Financing Statement No. 219823 recorded in the  
county of Anne Arundel, State of Maryland, on September 15,  
19 78, book No. 392, page No. 140.

The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above, is still effective.

UNITED STATES OF AMERICA

By

Type name: Peter J. Wesp

Title District Director  
Farmers Home Administration

105

EXHIBIT A  
TO FINANCING STATEMENT

All right, title, and interest in (i) all present and future gross receipts, contract rights, accounts, and general intangibles and (ii) all fixtures, machinery, and equipment of every kind or description whatsoever, whether now or hereafter acquired (including additions, substitutions and replacements), in anyway relating to debtor's use or operation of a nursing home in or around Crownsville, MD.

280398

## FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here. ☐

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6806Name General Elevator Company, IncorporatedAddress 601 Nursery Rd., Linthicum Heights, MD 21090

## 2. SECURED PARTY

Name Diversified Leasing, Inc.Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

\_\_\_\_\_  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

## 4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

RECORD FEE 11.00  
POSTAGE .50  
4621050 C777 R03 714100  
03/27/90  
H. EARLE SCHAFER  
CLERK  
Circuit Court

CHECK ☒ THE LINES WHICH APPLY5. ☐ (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

☐ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108 (K) (4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

☐ (Proceeds of collateral are also covered)☐ (Products of collateral are also covered)

David A. Quanta MIS Director  
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers  
(Signature of Secured Party)

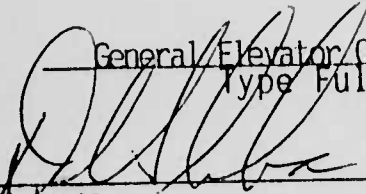
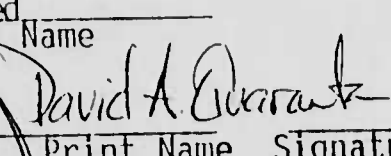
Thomas E. Myers, Treasurer  
Type or Print Above Name on Above Line

11.8

EXHIBIT A

DESCRIPTION OF EQUIPMENT

One (1)	015077 DESKPRO 286E-40 S/N(s): 4950HZ3H0875
One (1)	030614 VGA MONOCHROME MONITOR S/N(s): 936EF0379TOW
One (1)	205053 EA(1)DOS+BASIC 3.3,5.25
One (1)	065098 1MB 16BIT MEM EXP BOARD, 286E
Two (2)	011006 *(2)MOD 30 286,1MB,1.44DD S/N(s): 9056448, 9056491
Four (4)	07MD361806 LANCARD/A
One (1)	07MD361817 ACTIVE HUB-08
One (1)	05MD279080 MAYNARD 60 W/STND S/N(s): 363409
Four (4)	A86450TEC DATA CART: ST600 30/60 MB 60
One (1)	400097 STDBY-UPS 500 WATT S/N(s): 2355
Three (3)	ASP3DAI SURGE PROTECTOR: CURTIS SAFE
One (1)	071338 SMARTMODEM 2400 EXT S/N(s): A10031083465
One (1)	40AB0034 10' 25M-25F
One (1)	22MD272708 CLOSE-UP CUSTOMER TERMINAL 3
Four (4)	SLO500 SOFTWARE SET UP
One (1)	065000 CPQ PARALLEL/SERIAL BOARD
Ten (10)	A814001TEC DISK: 5.25 DSDD PRECISION
Two (2)	030844 Color Display 12IN (8513) S/N: 0833761
One (1)	011006 *(2)MOD 30 286,1MB,1.44DD S/N: 9014029
One (1)	030844 COLOR DISPLAY 12IN (8513) S/N: 0874511
One (1)	07MD361806 LANCARD/A
One (1)	ASP3DIS SURGE SUPPRESSOR: CURTIS SAF
One (1)	041604 LQ-1050 24 WIRE PTR P+S WIDE S/N: OFG0047535
One (1)	400402 CBL:IBM PAR 15FT

General Elevator Company, Incorporated			
Type Full Legal Company Name			
			
Signature	Print Name	Signature	Print Name
	Mis Director		
	Title		Title
March 16, 1990		March 16, 1990	
Date		Date	

**END  
LIBER**